

# EXHIBIT A

**In The Matter Of:**

*Master Beat, Inc., and Walter Palamarchuk vs  
Michael Skill, Master Beat, Inc. (Nominal Defendant)*

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*Michael Skill  
December 28, 2021*

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*Min-U-Script® with Word Index*

1 STATE OF MICHIGAN

2 IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

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4 MASTER BEAT, INC., and

5 WALTER PALAMARCHUK,

6 Plaintiffs,

7 -vs-

Docket No. 2021-189454-CB

8 MICHAEL SKILL,

9 Defendant,

10 MASTER BEAT, INC.,

11 Nominal Defendant.

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13 The deposition of MICHAEL SKILL was conducted on behalf  
14 of the Plaintiff Palamarchuk on Tuesday, December 28,  
15 2021, at 10:05 a.m., via Zoom.

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25 Certified Stenographic Reporter

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1 | Via Zoom

2 | Tuesday, December 28, 2021

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THE COURT REPORTER: Do you swear the  
you're about to give will be the truth,  
truth, and nothing but the truth?

10 THE WITNESS: I certainly do, yes.

11 | M I C H A E L S K I L L ,

12 after having been first duly sworn to tell the  
13 truth, the whole truth, and nothing but the  
14 truth, was examined and testified as follows:

## **EXAMINATION**

16 BY MR. QUICK:

17 Q. Please state your full name for the record.

18 A. Michael James Skill.

19 MR. QUICK: This is the deposition of  
20 Michael Skill taken pursuant to notice and court  
21 order.

22                           Mr. Skill, as you know, my name is Dan  
23                           Quick. I represent Walter Palamarchuk in this  
24                           litigation.

25 | BY MR. QUICK:

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1 Q. Is anybody else present with you in the room  
2 today?

3 A. No.

4 Q. Do you have any documents or materials in front  
5 of you?

6 A. Just notepads.

7 Q. Are they notepads that are blank or notepads with  
8 notes?

9 A. Some have notes on them; one doesn't.

10 Q. What notes do you have with you?

11 A. I have things that I need to recall. Just my  
12 thoughts. My thoughts.

13 Q. Mr. Gilchrist can advise you, but if you're going  
14 to have notes for purposes of recollection during  
15 the deposition, I'm entitled to a copy of those  
16 notes. So either you're going to have to send me  
17 those or you're going to have to set them aside.

18 A. I can send them to you. Can I do that?

19 MS. HANGLAND: I can scan them and send  
20 them.

21 MR. QUICK: Okay, thank you.

22 MS. HANGLAND: It will take about five  
23 minutes because nothing is turned on yet.

24 BY MR. QUICK:

25 Q. Mr. Skill, whose notes are these?

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1 A. Mine. I wrote them up last night.

2 Q. Did anybody assist you?

3 A. No, I just -- myself.

4 Q. Other than writing up those notes, what, if  
5 anything, did you do to prepare for your  
6 deposition?

7 A. Got good sleep.

8 Q. Did you speak with anybody?

9 A. No.

10 Q. Not even your lawyer?

11 A. Actually, we touched base yesterday.

12 Q. And who was present in that conversation?

13 A. I was here and Cheryl was in and out around the  
14 house.

15 Q. And what is Ms. Hangland's relationship to you?

16 A. We've been married -- we've been married and been  
17 together since 1983.

18 Q. So you are actually married to Ms. Hangland?

19 A. Well, we've been together so long, we're  
20 common-law, I guess you'd call it. We don't feel  
21 like the actual court and church and all that has  
22 anything to do with the love that we have  
23 together.

24 Q. But just in terms of the technicalities of being  
25 married by some governmental entity, that's never

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1                   taken place?

2   A.    No, not yet.

3   Q.    How long was this meeting with your lawyer?

4   A.    Half hour, 45 minutes maybe.

5   Q.    Did you review any documents in preparation for  
6                   your deposition other than the notes that you  
7                   took?

8   A.    We went over a few things, a couple things, from  
9                   the lawsuits with Mr. Martin and Canler of some  
10                  quotes.

11   Q.    What did you look at from the lawsuits involving  
12                  Mr. Martin and Mr. Canler?

13   A.    In general, Mr. Palamarchuk's -- a small, small  
14                  amount of his testimony, just a paragraph or two.

15   Q.    Where did you get that?

16   A.    We have records from all the stuff. We have  
17                  records going back to 1980.

18   Q.    What was the subject matter of the testimony?

19   A.    That was concerning -- God, I can't recall  
20                  exactly. I can't recall right now.

21   Q.    Other than the snippet or Mr. Palamarchuk's  
22                  testimony, what else did you review in terms of  
23                  documents?

24   A.    That's it. That's it. We were just hanging  
25                  around after Christmas. That's it.

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1 Q. Are you currently on any medication or other  
2 substance that would affect your ability to  
3 listen to my questions, process and provide  
4 truthful answers today?

5 A. No, no substance or anything. I've been sober,  
6 clean and sober, for almost 20 years.

7 Q. And no other medications that you might be on?

8 A. No.

9 Q. Are you currently employed, sir?

10 A. Just music.

11 Q. What does --

12 A. Writing songs, recording songs. I just put out a  
13 record. Doing interviews and -- not playing  
14 right now because the pandemic.

15 Q. Are you actually a W-2 employee any of entity?

16 A. No. The Romantics maybe. Probably Romantics.

17 Q. And by Romantics, you mean Master Beat?

18 A. I suppose.

19 Q. You're familiar with the entity called Master  
20 Beat, correct?

21 A. Yes. I started it. I'm the one that brought up  
22 the idea when I returned to the band.

23 Q. So other than being a shareholder in Master Beat,  
24 do you know whether you are a W-2 employee of  
25 that entity?

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1 A. Yeah, I think I am. I pay my taxes.

2 Q. Do you receive a paycheck from Master Beat?

3 A. Not a check. I usually get monies dropped in my  
4 account.

5 Q. Are you an employee of any other company other  
6 than Master Beat?

7 A. No.

8 Q. Do you own any portion of any company other than  
9 Master Beat?

10 A. I have my own, Skill Songs, music publishing.

11 Q. And that's Skill Songs, Inc.?

12 A. Yes.

13 Q. Are you the sole owner?

14 A. Yes.

15 Q. So when you write and record and perform on your  
16 own, is that through Skill Songs or what's the  
17 connection?

18 A. Well, it's Mike Skill going into studio and  
19 recording for himself with other guests on the  
20 record in the studio occasionally.

21 Q. Do you have a contract with anybody regarding the  
22 publication of that music?

23 A. No.

24 Q. So what income does Skill Songs have?

25 A. Actually, right now, zero. We're footing the

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1           bill for it all the way.

2   Q.     Has it ever had income?

3   A.     Very little. Like 50 bucks from -- I don't know  
4           the exact amount from Spotify and all that.  
5           Little bit has come in from that.

6   Q.     And the example you just gave, Spotify, would be  
7           for your own music?

8   A.     All the streaming services. All the streaming  
9           services my music is on.

10   Q.     But for your music, not The Romantics?

11   A.     No.

12   Q.     What I said is correct?

13   A.     Well, wait, wait. I do receive money from Spot--  
14           from that for Romantics too as well.

15   Q.     And do you receive it personally or does Skill  
16           Songs receive it?

17   A.     Personally, I believe.

18   Q.     So let's just focus on Skill Songs for a moment.  
19           So other than perhaps some streaming revenue on  
20           music that you personally performed or recorded,  
21           any other income that that entity has ever had?

22   A.     No. This entity has only been towards with the  
23           attempt to be profitable in the last year or two,  
24           and then I haven't been anywhere since the  
25           pandemic. I've been, you know, staying safe and

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1           not performing shows. I did a benefit, which I  
2           did not get paid for. Two benefits.

3 Q.       And that was for your own music or you performed  
4           as yourself?

5 A.       Yes.

6 Q.       When did you do those?

7 A.       One was three years ago and one was two years  
8           ago, I believe.

9 Q.       Other than monies that you receive through Master  
10          Beat and this little bit of money that you talked  
11          about in connection with Skill Songs, do you have  
12          any other source of income?

13 A.       No, no. Music is my thing for 40 -- you know,  
14          longer than that. Since 1967.

15 Q.       And does Ms. Hangland have any income?

16 A.       She receives something. She had an injury doing  
17          a TV commercial, and she got something from that,  
18          a little bit. That's been a long time, though.

19 Q.       So she's not employed or --

20 A.       Like a medical -- what is it called when you get  
21          injured? You get a certain amount of money from  
22          it. I don't know what you would call it.

23 Q.       So other than that settlement, does she have any  
24          income?

25 A.       That's it. We just -- we're together.

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1 Q. And does that settlement provide a regular source  
2 of income or was it a one-time payment?

3 A. It's a disability, I think. It's a disability  
4 check that comes in.

5 Q. I can ask Ms. Hangland about that for more  
6 details.

7 A. She could correct me if I'm wrong.

8 Q. What did you discuss in your conversation that  
9 you had when you were on the line with  
10 Mr. Gilchrist and Ms. Hangland?

11 MR. GILCHRIST: Mike, don't answer  
12 that. That's privileged.

13 MR. QUICK: Well, except Ms. Hangland  
14 was present.

15 MR. GILCHRIST: Mike, Mike, stop.  
16 She's my client as well, so I'm entitled to have  
17 conversations with two clients at once.

18 MR. QUICK: If your representation is  
19 that you have an engagement letter with  
20 Ms. Hangland to represent her, I'll accept that  
21 at the moment.

22 BY MR. QUICK:

23 Q. In preparation for your deposition, did you speak  
24 to Mr. Kowalski?

25 A. No. I haven't spoken to him in two years, almost

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1           two years, I guess. Two years. It's either last  
2           year -- early last year or the year before.

3   Q.     Do you know whether Ms. Hangland spoke to  
4           Ms. Cole?

5   A.     I don't think so. I wouldn't know that. You'd  
6           have to ask her. I don't think so.

7   Q.     What e-mail address do you use, sir?

8   A.     Mickshouse. Mikeskill.com and  
9           mickshouse@comcast.net. All my songs are on  
10           streaming if you want to hear them.

11   Q.     No, I'm good. Thank you.

12           Who has access to those two e-mail  
13           accounts that you just described?

14   A.     Probably my wife and I and my son.

15   Q.     To your knowledge, does Ms. Hangland send e-mails  
16           from those e-mail accounts?

17   A.     Occasionally. Some I don't even go on. I use  
18           for business or something like that. I don't  
19           really -- I'm not very adept at -- or I don't use  
20           it too much. I'm usually just searching out  
21           music and such like that.

22   Q.     But my question, sir, is for mickshouse and for  
23           mike.skill, those two e-mail addresses you  
24           testified to, to your knowledge, does  
25           Ms. Hangland use those e-mail addresses? Does

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1           she use those to send or receive e-mails?

2   A.   Yes.  We do as a family, yes.

3   Q.   So for any given e-mail that comes from  
4       mickshouse, for example, it might be from you or  
5       it might be from Ms. Hangland?

6   A.   Yes.

7   Q.   I can ask her, but to your knowledge, does  
8       Ms. Hangland have her own e-mail address?

9   A.   Jeez, I don't know.  Yes, Cheryl -- she has a  
10      Cheryl and Mick, which is my son, and she has the  
11      other two I mentioned.  I think that's what it  
12      is.  She could tell you better.  I don't go in  
13      her stuff.

14   Q.   Do you text?

15   A.   Occasionally.  Not too often.

16   Q.   Does anybody else have access to your texts?

17   A.   I'd say probably my son and my wife.

18   Q.   Are you aware that as part of this litigation  
19      that there was a request for you to produce  
20      certain documents?

21   A.   I'm not sure of that.  I don't recall on that.

22   Q.   Do you recall searching through your e-mails for  
23      certain categories of documents that were  
24      requested in this lawsuit?

25   A.   No.

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1 Q. Do you remember searching through your texts to  
2 look for relevant information?

3 A. No.

4 Q. Do you know whether anybody did that on your  
5 behalf?

6 A. Occasionally my wife may have alerted me or kept  
7 me abreast of that.

8 Q. You mentioned a few moments ago that you have  
9 records back to 1980, I assume regarding The  
10 Romantics and your music over time; is that  
11 right?

12 A. Yes, regarding lawsuits with two managers and  
13 lawsuits with a later manager.

14 Q. Where are those records maintained?

15 A. I think they are here in the house. We have some  
16 right here in the house, here at home mostly.

17 Q. Did you review those records as part of the  
18 effort to identify?

19 A. No, not -- not for any kind of extensive -- no.  
20 I didn't look at any of those. Just the one  
21 thing I mentioned before.

22 Q. For purposes of our deposition today, Mr. Skill,  
23 I'm going to ask you to try to be patient with me  
24 so that I get my question out before you start  
25 giving your answer, because if we talk over one

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1 another, then Ms. Boedy is not going to be able  
2 to take down your testimony.

3 A. I'm sorry. I'm just trying to be alert.

4 Q. Alert is good. Just try to be patient as well.

5 A. It's 7:00 in the morning here.

6 Q. When is the last time you have traveled either by  
7 plane or car from your home, not locally,  
8 obviously, but, you know, out of town?

9 A. I think I was in Detroit, to Detroit.

10 Q. When was that?

11 A. I was probably mixing or -- we have masters or we  
12 were mixing some songs at the recording studio.

13 Q. When was that, sir?

14 A. That would have been sometime -- I don't think I  
15 went -- I can't recall if it was earlier this  
16 year or later last year. I was there last year  
17 for the snow, when it was snowing, and then for,  
18 like, a small five-day window, listening to  
19 songs, in the hotel, to the studio and back. And  
20 then I -- I can't recall with the exact dates.

21 Q. Your best recollection is it was either early  
22 2021 or late 2020?

23 A. 2021 or late 2020, yes, if that's what you said.

24 Q. Thank you.

25 If at any time, if there's a question

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1           you don't understand or you need me to repeat it,  
2           just let me know.

3                 Also, if at some point, not in the  
4           middle of a question, you need a break for  
5           whatever reason, let us know, and we'll  
6           accommodate that as well, okay?

7   A.    Yep.

8   Q.    With regard to Master Beat, and I think this  
9           history is not really contested, so I'm going to  
10          try to move through it somewhat quickly,  
11          originally it was organized in 1984? Does that  
12          sound right to you, sir?

13   A.    1980. I think it was 1980 when I came back to  
14          the band.

15   Q.    Who were the original members of Master Beat?

16   A.    Jimmy Marinos, Wally Palamarchuk, Rich Cole, and  
17          Mike Skill. No, Coz Canler and Mike Skill, not  
18          Rich Cole.

19   Q.    And you're aware that a shareholder agreement was  
20          signed in January of 1984 as between those four  
21          shareholders?

22   A.    I'm not sure what date it was. It was somewhere  
23          in the early '80s.

24   Q.    You're aware of the shareholder agreement that  
25          I'm referencing?

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1 A. Yes.

2 Q. Mr. Marinos ceased being a member of Master Beat  
3 in approximately 1998? Is that your  
4 recollection, sir?

5 A. In the '90s. Mid-'90s.

6 Q. You're aware that he signed various agreements  
7 with Master Beat associated with that departure?

8 A. I couldn't tell you what he signed, really. I  
9 don't recall what he signed.

10 Q. And Mr. Canler gave up his equity in Master Beat  
11 in approximately 2013. Is that your  
12 recollection, sir?

13 A. Yes, that would be possible, yes. I think that's  
14 correct.

15 Q. And so at least for the past several years, you  
16 and Mr. Palamarchuk are the only two members in  
17 Master Beat, correct?

18 A. Yes.

19 Q. Are you familiar with the contracts between  
20 Master Beat and Nemperor Records?

21 A. I know there was one. I've never really looked  
22 at it. Just the week or the time of signing.  
23 It's been a while.

24 Q. And you're aware that Nemperor Records became  
25 Sony Music?

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1 A. It was folded into, I guess. I don't know. I'm  
2 not sure. I didn't know that that's where my  
3 royalties come from.

4 Q. I'm going to show you some exhibits today on the  
5 screen. If you have a problem seeing them, let  
6 me know, and then they will be attached to our  
7 transcript, okay?

8 A. Yes.

9 (Exhibit 1 marked.)

10 BY MR. QUICK:

11 Q. I'm showing you what I will mark as Exhibit  
12 No. 1, which is an October 6, 2000, agreement  
13 with Sony. And I can stop or let you read that  
14 if you like, but do you recognize this agreement,  
15 sir?

16 A. Yes. I think it's when we signed with Nemperor  
17 Records. Wait. This is something we weren't  
18 aware of at the time. We didn't discuss -- our  
19 managers didn't really pore over this with us.  
20 Instead of us signing with Nemperor Records, the  
21 label they created signed us to Nemperor Records.  
22 So I believe that all the money went through them  
23 instead of directly to us.

24 Q. First things first. With regard to this  
25 Exhibit No. 1, you see what appears to be your

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1                   signature here?

2 A. Yes, I signed it. That's mine.

3 Q. So is it your understanding that at least since  
4 2000, if not earlier, that all royalties  
5 regarding The Romantics went from Sony to Master  
6 Beat, Inc.?

7 A. I guess so, yes.

8 Q. We're going to get into this in more detail, but  
9 then Master Beat, Inc., cut you a check related  
10 to your royalties from Sony, correct?

11 A. Yes, that was -- yes.

12 Q. Are you aware of any other written agreement  
13 after Exhibit No. 1, which is dated October 6,  
14 2000, that amended or in some fashion replaced or  
15 altered this Exhibit No. 1 agreement?

16 A. I'm not sure. I don't recall on that. I'd have  
17 to pore over it. I don't know if we amended it.  
18 It was kind of -- I think it may have been  
19 amended by guys leaving out of the band, so ...

20 Q. Well, for example, Mr. Marinos left the band.  
21 Are you aware of how he is paid royalties  
22 associated with Romantics songs through Sony?

23 A. Please repeat that.

24 Q. Sure. Mr. Marinos left the band, correct?

25 A. Yes.

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1 Q. Left. He's no longer a member of Master Beat,  
2 correct?

3 A. Right.

4 Q. Do you know how he gets royalties generated  
5 originally through Sony or Nemperor?

6 A. Master Beat was a pass-through account, like,  
7 money would pass through to pay us, yes.

8 Q. Right. So he doesn't get money directly from  
9 Sony; he gets money from Master Beat, correct?

10 A. I'm not aware. I don't know all that he gets,  
11 but yes, that sounds correct.

12 Q. So whether Mr. Marinos left the band didn't  
13 modify the agreement between Sony and Master Beat  
14 that was Exhibit No. 1, correct?

15 A. Say that again, please.

16 Q. Sure. Just because Mr. Marinos left the band, it  
17 didn't modify or change the agreement between  
18 Master Beat and Sony. Sony is still paying  
19 Master Beat and Master Beat pays various others?

20 A. Yeah, I guess, so.

21 Q. Okay. Are you also familiar with the contractual  
22 relationship between Master Beat and Sound  
23 Exchange?

24 A. Am I what, aware?

25 Q. Yes, sir.

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1 A. I'm aware of it.

2 Q. And is it your understanding that just like with  
3 Sony, there's a contract where Master Beat  
4 receives the Sound Exchange royalties related to  
5 The Romantics?

6 A. Yeah, but there's no agreement that says my money  
7 can be held and not paid to me.

8 Q. One thing at a time. Do you agree with me, sir,  
9 that the contractual relationship with Sound  
10 Exchange is between Master Beat and Sound  
11 Exchange, not with you personally?

12 A. I don't know. I guess. I don't know. Yeah, I  
13 guess.

14 Q. You're not aware of any contract you have  
15 directly with Sound Exchange; is that fair?

16 A. Right.

17 Q. And you've never -- well, at least since for many  
18 years, you've never received royalties from Sound  
19 Exchange directly from Sound Exchange; is that  
20 correct?

21 A. Early in my career, all through my career, I was  
22 receiving consistent royalties all along. From  
23 early management to later management, they would  
24 disburse money. There were so many lawsuits  
25 going on.

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1 Q. I'm asking you a separate question, sir.

2 A. So I'm not sure. Some things are confusing.

3 Q. Okay. Look, all I can do is ask a question, and  
4 if you don't know the answer or you don't recall,  
5 you tell me.

6 A. Okay.

7 Q. My question is, since 1984, have you received any  
8 royalties directly from Sound Exchange?

9 A. Yeah, I have.

10 Q. When did you first receive royalties directly  
11 from Sound Exchange?

12 A. I received them from my own music.

13 Q. Have you received any royalties from Sound  
14 Exchange directly related to Romantics?

15 A. Yes, I have received royalties from Sound  
16 Exchange.

17 Q. Directly from Sound Exchange?

18 A. Through our -- yeah, through our clearinghouse or  
19 whatever you want to call it, Master Beat.  
20 That's our pass-through.

21 Q. So I'm going to try this again. Maybe we'll do  
22 it this way. When Sound Exchange sends you a  
23 check for your own music, so not The Romantics  
24 but your own music, you actually get a check from  
25 Sound Exchange made payable to you, right?

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1 A. Yes.

2 Q. So for Sound Exchange royalties related to The  
3      Romantics, you do not get a check directly from  
4      Sound Exchange, correct?

5 A. I guess so, correct.

6 Q. Instead, Sound Exchange pays Master Beat and then  
7      Master Beat pays you, correct?

8 A. I guess, correct. Yes, correct.

9 Q. And you do not have any agreement or contract  
10     with Sound Exchange that says that you get paid  
11     directly or entitled to direct payment for  
12     Romantics-related royalties, correct?

13 A. Yes, correct.

14 Q. Do you know who else Master Beat is responsible  
15     to pay royalties to that Master Beat receives  
16     from either Sound Exchange or Sony?

17 A. Please repeat that.

18 Q. Do you know who Master Beat is responsible to pay  
19     for royalties that Master Beat receives from Sony  
20     or Sound Exchange?

21 A. Yeah, anyone who has played on the songs.

22 Q. Can you give me any names?

23 A. Probably Jimmy Marinos, Rich Cole, Wally, and me,  
24     and probably Canler somewhere along the line.

25 Q. Are you aware that Master Beat also has payment

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1           obligations to Joel Martin related to monies  
2           received from Sony?

3   A.   Yes, I do. Yes, I am.

4   Q.   Are you aware -- do you know who -- I know it's  
5       not his legal name, but Brad Elvis, do you know  
6       who that is, right?

7   A.   Yes, I do.

8   Q.   What's his legal name, sir?

9   A.   Brad Steakley.

10   Q.   Thank you, I forgot.

11                  You're aware that Master Beat pays Brad  
12       some portion of Sony royalties?

13   A.   I'm not sure what Brad gets, not from Sony  
14       royalties.

15   Q.   Are you aware that Master Beat pays him anything?

16   A.   Jimmy's, Rich's, and Brad Elvis's, Sound Exchange  
17       comes directly to them and mine doesn't come  
18       directly to me.

19   Q.   That wasn't my question, sir. My question is,  
20       are you aware that Master Beat pays Brad anything  
21       from what it receives from Sony or Sound  
22       Exchange?

23   A.   He was never on any Sony recording, anything for  
24       Sony that I know of, Brad.

25   Q.   Do you recall him being entitled to some

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1                   royalties associated with a K-Tel recording?

2   A.    Oh, yes. He gets something for playing on that.

3   Q.    Are you aware that Sony holds back a certain  
4                   amount of royalties otherwise payable to Master  
5                   Beat for recoupment to Pete Solley?

6   A.    Yes.

7   Q.    Do you know how that's calculated?

8   A.    I don't understand how that is calculated. It's  
9                   a percentage. Never mind.

10                  MR. QUICK: I'm going to show you what  
11                  I will mark as Exhibit No. 2.

12                  (Exhibit 2 marked.)

13 BY MR. QUICK:

14 Q.    This is a shareholder corporate agreement dated  
15                   January 7, 1994. Do you see that on your screen,  
16                   sir?

17 A.    Yes.

18 Q.    If I turn to the third page of this document, is  
19                   that your signature?

20 A.    Yes, it is.

21 Q.    Do you recall this agreement as you sit here  
22                   today?

23 A.    You put it in front of me. I see it's my name on  
24                   it. I don't recall the content unless I read the  
25                   whole thing. I'm getting some of it, yes.

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1 Q. With regard to Mr. Canler, and you already  
2 referenced this, you are aware that there was  
3 litigation that he filed against you and Master  
4 Beat and others in a Michigan court, correct?

5 A. Yes.

6 Q. And you're aware that there was a settlement  
7 agreement entered into related to that lawsuit,  
8 correct?

9 A. Correct.

10 Q. And you have a copy of that settlement agreement?

11 A. Somewhere.

12 Q. You're aware that under that settlement agreement  
13 that Master Beat has an obligation to pay certain  
14 amounts to Mr. Canler?

15 A. Yes.

16 Q. Are you aware that under that agreement that  
17 Master Beat is permitted to deduct certain  
18 expenses from the gross amounts that it receives  
19 from Sony or Sound Exchange?

20 A. Yes.

21 Q. Among other things, it's entitled to deduct the  
22 cost of bookkeeping and accounting fees  
23 associated with those royalties, correct?

24 A. Correct.

25 Q. And you signed that settlement agreement,

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1                   correct, sir?

2 A. I believe I did.

3 Q. Have you had any discussions with Mr. Canler  
4 since that agreement has been signed?

5 | A. No.

6 Q. You're also aware that there was litigation filed  
7 by Mr. Martin against you and Master Beat and  
8 others, correct?

9 A. Yes.

10 Q. And there was a settlement agreement signed as a  
11 result of that litigation, correct?

12 A. Yes, correct.

13 Q. And you have a copy of that agreement, correct?

14 A. Probably somewhere. I haven't seen it in a  
15 while.

16 Q. You signed that settlement agreement, correct?

17 A. I haven't seen it, so if you're telling me I did,  
18 I don't know if I did. I guess I did.

19 Q. Do you recall that under that settlement  
20 agreement that Master Beat has certain payment  
21 obligations to Mr. Martin?

22 A. Yes.

23 MR. QUICK: I'm going to show you what  
24 I will mark as Exhibit No. 3.

25 (Exhibit 3 marked.)

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1 BY MR. QUICK:

2 Q. This is an October 9, 2017, letter to Mr. Marinos  
3 with the subject of royalties received from EMI,  
4 settlement agreement reached with Joel Bacow,  
5 p/k/a Joel Martin. Have you seen this letter  
6 before, sir?

7 A. Well, probably. It's Jimmy, it's to Jimmy, but  
8 yeah, probably, yes.

9 Q. And it's signed by Mr. Palamarchuk and by you,  
10 correct?

11 A. Yes, correct.

12 Q. And you understood that as a result of the  
13 settlement agreement with Mr. Martin, certain  
14 amounts were going to be withheld from  
15 Mr. Marinos' royalties that Master Beat would  
16 otherwise pay him?

17 A. Please repeat that.

18 Q. Sure. If you need a memo to look at this, I'll  
19 provide it to you, but do you remember that the  
20 gist of this was that Master Beat was going to  
21 withhold from Mr. Marinos -- withhold from the  
22 amount that otherwise would pay to him a portion  
23 of these amounts that were going to be paid to  
24 Mr. Martin under his settlement agreement?

25 A. If I understand correctly, yes.

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1 Q. Did you ever discuss that with Mr. Marinos?

2 A. I don't think so.

3 Q. If we use 2013 as the date for which Mr. Canler  
4 left Master Beat, and so at that point it's just  
5 you and Mr. Palamarchuk as the two shareholders,  
6 what role did you play at Master Beat?

7 A. Secretary-treasurer.

8 Q. Aside from the titles, what did you actually do  
9 in connection with the operation of Master Beat?

10 A. Well, I was there for anything that would come  
11 up. If Wally wanted me to do it, I would do it,  
12 whatever it called for. That was supposed to  
13 flip-flop every year. I would be secretary and  
14 then we'd flip over. I'd be president and he  
15 would be secretary, but he never withheld -- we  
16 never withheld to that. He never withheld to  
17 that.

18 Q. Did you ever ask him to?

19 A. Yes, I tried. We tried. After you ask so many  
20 times, you get tired of asking.

21 Q. Was there an e-mail or writing to that effect  
22 that you recall?

23 A. There may have been. I know I mentioned it on  
24 the phone within the last few years.

25 Q. And so, again, getting away from the titles, you

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1           said when I asked you what your duties were, you  
2           said if there was anything that would come up if  
3           Wally requested that you would participate in,  
4           should I take from that that sort of in the  
5           normal day-to-day stuff that came up associated  
6           with Master Beat that Wally would handle that in  
7           the first instance and then reach out to you as  
8           required?

9     A.    Was more ambiguous than that. Sometimes I would  
10           -- sometimes I wouldn't get involved or he  
11           wouldn't involve me and sometimes, very rarely, I  
12           was involved.

13    Q.    Did you participate in the selection of various  
14           bookkeepers retained by Master Beat over time  
15           who -- and I'm using that title sort of loosely,  
16           but people who were involved in calculating  
17           royalties payable to various people that Master  
18           Beat owed?

19    A.    Was I what?

20    Q.    Were you involved with those people over time?

21    A.    Please repeat that.

22    Q.    Sure. Let me ask it a different way. Do you  
23           know who Kristen Parsons is?

24    A.    Yes, I do.

25    Q.    Who is she?

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1 A. She's a CPA, I guess you'd call it. Certified  
2 accountant.

3 Q. For some period of years, she was involved in  
4 receiving the royalty report from Sony and Sound  
5 Exchange and calculating royalties paid to other  
6 people?

7 A. Yes.

8 Q. And if you had questions, did you have access to  
9 Ms. Parsons either by phone or by e-mail or  
10 otherwise?

11 A. Yes.

12 Q. And before Ms. Parsons, who performed that role?

13 A. Oh, gosh. We went through our manager Joel and  
14 before that I can't even recall the accountant we  
15 had before. We had Frank. Frank Copeland did it  
16 for a while. So there were numerous other  
17 entities that were involved that I can't recall  
18 exactly how long.

19 Q. When Mr. Martin or some entity associated with  
20 him was in that role, did you have the ability to  
21 communicate with him?

22 A. Yes.

23 Q. Did you play a role in the selection of  
24 Ms. Parsons?

25 A. I guess. We needed an accountant at that time.

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1 Q. Do you recall how she was located?

2 A. I don't recall. I don't recall.

3 Q. Do you recall why she stopped performing  
4 services?

5 A. I don't recall the exact circumstances, but after  
6 the lawsuit, she got really sick. She got really  
7 sick after the lawsuit. You were there. I mean,  
8 you were -- it was at the time you were  
9 representing Canler after that.

10 Q. Who took over after Ms. Parsons?

11 A. Well, Wally brought in Kathie Stork, which I  
12 never agreed to.

13 Q. Do you know who Lara Lavi is?

14 A. Yes. She was in for a while. I forgot about  
15 that.

16 Q. How did she get selected?

17 A. We needed somebody at the time and just she was  
18 available. I forget how it happened.

19 Q. Did Wally locate her or did you or did somebody  
20 else?

21 A. I can't remember how. I can't recall how it  
22 happened, I really don't, how it came together.

23 Q. And as to Ms. Stork, do you recall how it was  
24 that she was selected?

25 A. Friends with -- I guess she's -- I'm not

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1 positive, but I think she's friends with Wally or  
2 his wife, and that's when they decided on without  
3 my agreement, actually. She's a bookkeeper.

4 Q. Did you have any idea of the process that  
5 Ms. Stork goes through in connection with Master  
6 Beat's receipt of royalties from Sony?

7 A. I've never seen her do what she does. Basically  
8 she goes through and does what a bookkeeper  
9 does. She's not a certified accountant, but  
10 she's a bookkeeper, so I don't know how she  
11 handles it.

12 Q. You've never personally done the job of receiving  
13 the Sony royalty report and then doing all of the  
14 work necessary to figure out who gets paid in  
15 what amounts; is that correct?

16 A. That's correct, because I never received a lot of  
17 those papers as well.

18 Q. Well, putting aside whether you received them,  
19 you never did that job, right?

20 A. I never had the opportunity to do that.

21 Q. Did you ever say, "Oh, no, I'm capable of getting  
22 the Sony royalty report, and I can do it all"?

23 A. I never would say it like that, but I would say I  
24 would be capable to do that, yes.

25 Q. Did you ever tell anybody, including

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1           Mr. Palamarchuk, that you believe that you were  
2           capable of getting the Sony royalty report and  
3           calculating everybody's royalties?

4   A.    I don't recall, but I'm sure that I did mention  
5           it.

6   Q.    You did receive the full royalty reports from  
7           Sony when Ms. Parsons was the bookkeeper,  
8           correct?

9   A.    Yeah, I think so.

10   Q.   And how many entries are on those Sony royalty  
11          reports?

12   A.   I'm not sure.

13   Q.   Tens of thousands, correct?

14   A.   Yeah, I'm sure there are.

15   Q.   And do you know how they are broken out in the  
16          report?

17   A.   Vaguely. Vaguely. Doesn't mean I couldn't do  
18          it. Vaguely.

19   Q.   You don't dispute that it takes time and effort,  
20          whether you are capable of doing it or not?

21   A.   Yeah, right, correct.

22   Q.   Same question with regard to Sound Exchange.  
23          You're aware that it takes some time and effort  
24          to receive that royalty report from Sound  
25          Exchange and figure out who has to get paid what,

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1           correct?

2   A.   Yes, correct.

3   Q.   And when Ms. Parsons provided that service, you  
4       understood that Master Beat was paying her a fee  
5       to do so?

6   A.   Yes.

7   Q.   And Ms. Lavi was paid a fee?

8   A.   Yes.

9   Q.   And Ms. Stork is paid a fee, correct?

10   A.   Correct.

11   Q.   Are you aware of what other duties Ms. Stork  
12      provides?

13   A.   Just the bookkeeping.

14   Q.   Involving, for example, bank reconciliations,  
15      that has to be done, right?

16   A.   I've never overviewed anything that she does, so  
17      I don't know exactly what she does, but yeah.

18   Q.   How many times a year does Sony pay royalties to  
19      Master Beat?

20   A.   Four times a year? Two times a year? I'm not  
21      sure.

22   Q.   How often does Sound Exchange pay royalties to  
23      Master Beat?

24   A.   Every month.

25   Q.   And is it your understanding that Ms. Stork in

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1           the first instance reviews those royalty reports  
2           and tells you and Wally what her calculation is  
3           in terms of who is going to get paid what?

4     A.     Please repeat that, the first part.

5     Q.     Sure. When the Sony or Sound Exchange reports  
6           come in to Master Beat, is it your understanding  
7           that Ms. Stork reviews those and calculates who  
8           is supposed to get paid what amounts?

9     A.     Yes, that's correct.

10    Q.     And she sends you a summary of what her  
11           calculations are and what everyone is going to  
12           get paid, correct?

13    A.     I guess so. You have to ask Cheryl, because she  
14           handles that stuff to be exact.

15    Q.     So when Ms. Stork e-mails you with regard to  
16           royalty calculations that she is performing on  
17           behalf of Master Beat, what you're telling me is  
18           you don't really get into that; you rely on  
19           Ms. Hangland?

20    A.     We go over things, but she handles the bills and  
21           she handles our financial.

22    Q.     So when Ms. -- I'm just trying to be specific as  
23           to these royalty calculations. When Ms. Stork  
24           sends you this calculation telling how people are  
25           going to be paid, is that something you review or

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1           Ms. Hangland reviews or you both review?

2   A.   Yes, we both.

3   Q.   And so if there's something in Ms. Stork's  
4        calculation of who is going to get paid what  
5        dollars, you have the opportunity to correct her  
6        or ask a question, right?

7   A.   Yeah, I guess.

8   Q.   One of the downsides of us doing this remotely is  
9        it takes me a little longer to find these things.

10   A.   Do you think I can take a little break here for a  
11      second?

12                   MR. QUICK: Absolutely. Let's go off  
13      the record.

14                   (Break was taken.)

15                   MR. QUICK: Back on the record.

16   BY MR. QUICK:

17   Q.   Since Ms. Stork has been retained by Master Beat,  
18        have you received any of the full Sony statements  
19        from her?

20   A.   I'm not aware of all of it. I'm sure I've  
21        received some of them, yes.

22   Q.   And has there ever been an instance where you  
23        asked for a full copy of the Sony statement from  
24        Ms. Stork and didn't get it?

25   A.   Well, there's intermittent things that I've got

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1           and other things that I haven't got, but I  
2           couldn't describe them at the moment.

3   Q.    I'm just focused on the full Sony statement that  
4           Master Beat receives.  Do you recall ever asking  
5           her for that?

6   A.    I'm sure I have.

7   Q.    Do you remember not getting it in response to one  
8           of those requests?

9   A.    I think I did receive some things whenever we  
10          requested them, yes.

11   Q.    But did you not receive the Sony statement?

12   A.    I don't know what I got on that.  You'd have to  
13          ask Cheryl that.

14   Q.    Did you ever request -- I'm sorry, did you ever  
15          have online access to Sony statements?

16   A.    I'm not sure about that.  Yes, I guess so.  I  
17          guess so.  I'd have to say yes, I guess.

18   Q.    Have you ever provided a full copy of the Sony  
19          statement to any person?

20   A.    No.

21   Q.    Do you believe it would be appropriate to do so?

22   A.    No.  We don't share that stuff with anybody.

23   Q.    Why is that, sir?

24   A.    Just our personal stuff.  We don't go into that.  
25          We keep that within our family and ourselves,

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1           unless of course there's some kind of -- well,  
2           never mind.

3 Q. And are you aware of Ms. Hangland providing any  
4 of the full Sony statements to Master Beat to  
5 anybody else?

6 A. I'm not aware, but I don't think that would ever  
7 happen.

8 MR. QUICK: I'm going to show you a  
9 document I will mark as Exhibit 4.

10 | (Exhibit 4 marked.)

11 BY MR. QUICK:

12 Q. This is an e-mail dated April 13 of 2021. I'm  
13 just using this as an example. Ms. Stork sends  
14 an e-mail that says: Please see the attached  
15 summary calculated at the so and so contract  
16 rate. Transfers will be made on Friday,  
17 April 16, for Marinos, Canler, and Cole. Please  
18 discuss the portion that the partners will be  
19 receiving. If you have questions, please feel  
20 free to contact me.

21 So is this an example of Ms. Stork  
22 telling you how she plans to pay out at least  
23 some of the people from Master Beat?

24 A. Yes. I couldn't disagree with that.

25 Q. And did you protest or, you know, object or

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1 somehow say, "No, don't do it," or, "This is  
2 wrong"?

3 A. Well, if that came up, we withdrew that, but I  
4 don't recall if it was for this particular piece  
5 of paper.

6 MR. GILCHRIST: Dan, I'm sorry to  
7 interrupt. Is there anything on this -- on  
8 Exhibit 4 that indicates that this e-mail was  
9 sent to Mike or Cheryl?

10 MR. QUICK: This is from your document  
11 responses, so you produced it.

12 MR. GILCHRIST: Then that would  
13 probably make sense.

14 MR. QUICK: I think there is some other  
15 e-mails in here that reflect that as well.

16 MR. GILCHRIST: That have a caption on  
17 it?

18 MR. QUICK: Yes.

19 MR. GILCHRIST: Fair enough. Thank  
20 you.

21 BY MR. QUICK:

22 Q. Are you aware that Master Beat has expenses that  
23 it needs to pay separate and apart from royalties  
24 that it pays out to people like Mr. Marinos,  
25 etc.?

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1 A. Yes.

2 Q. And what revenues does Master Beat have to pay  
3 those expenses?

4 A. What revenues? I don't understand the question.  
5 I don't understand.

6 Q. Master Beat has bills that have to be paid,  
7 right? How does it get money to pay those bills?

8 A. Comes from us.

9 Q. What do you mean by that, sir?

10 A. Comes from me and Wally.

11 Q. Do you write checks to Master Beat?

12 A. Do I write checks to Master Beat? No.

13 Q. So it doesn't come from you and Wally. Am I  
14 correct in understanding, sir, that --

15 A. Passes through Master Beat.

16 Q. Right. So Master Beat collects money from Sony  
17 related to royalties associated with you and  
18 Mr. Palamarchuk, right?

19 A. Yes.

20 Q. And that and the Sound Exchange royalties  
21 associated with you two is really the only  
22 revenue available to pay those Master Beat bills,  
23 correct?

24 A. That or shows. Shows or performances.

25 Q. So I want to ask you some questions about what

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1           bills Master Beat has to pay. We've already --  
2           for the moment, we're not talking about royalties  
3           it pays people like Mr. Marinos or that it pays  
4           Mr. Canler or Mr. Martin, etc.

5           What other expenses does Master Beat  
6           have to your knowledge, sir?

7       A. Well, when we fly, when we do trips, we go on the  
8           road or insurance on the studio. We have a  
9           recording -- we had a small rehearsal studio, you  
10          know, stuff like that.

11     Q. It would include Ms. Stork's bill, right?

12     A. Yes.

13     Q. It would include tax?

14     A. Yes, correct.

15     Q. It would include items like maintenance of the  
16          website?

17     A. I guess so.

18     Q. There would be some merchandise-related expenses?

19     A. Correct.

20     Q. Do you participate in any way in the payment of  
21          any of those items?

22     A. I can't say that I never got a call or asked to  
23          do that, but I'm sure it's happened.

24     Q. So in terms of paying those bills for Master  
25          Beat, is it fair that you rely on Mr. Palamarchuk

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1           and Kathie Stork to figure out what is owed and  
2           to pay that as it's due?

3   A.   Yeah.  For sure Kathie Stork, yeah, that's  
4           correct.

5   Q.   And for lack of a better phrase, you've never  
6           tried to stick your nose in that in terms of,  
7           like, Hey, I want to see the electric bill or I  
8           want see the insurance bill or any of --

9   A.   I recall one winter I called Wally, tell him  
10          people are telling me the roof is leaking in the  
11          studio, and I contacted someone to repair that,  
12          and I went -- I handled that.  And the guy came  
13          in.  I handled that over the phone from here to  
14          Portland, Oregon, and the guy came out and did  
15          it.  And we agreed on a price and there was some  
16          going back and forth with Palmar.  Didn't believe  
17          the amount of money that it was costing.  Was  
18          kind of accusatory towards me, I felt, of the  
19          total.  And I was just passing along the amount  
20          that the guy said it was going to cost.  So I've  
21          handled that kind of thing.  And that was taken  
22          care of.  And it's been dry in there.

23                   I'm pretty much -- I'm important.  I'm  
24          the only guy that goes in the studio pretty much  
25          that's been using that studio.

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1 Q. How many years ago was this roof repair  
2 incident?

3 A. Oh, God, five years ago, seven years ago. Five.  
4 It was all very simply done. The guy sent all  
5 receipts and everything with nothing -- there was  
6 nothing weird about it.

7 Q. What I'm trying to understand, sir, is that in  
8 terms of all of the normal bills that come up on  
9 some regular basis that Master Beat has to pay,  
10 whether it's taxes or insurance or other items,  
11 you don't get involved in that in any way?

12 A. No, but we pay Kathie to do that.

13 Q. How would you describe your relationship with  
14 Mr. Palamarchuk?

15 A. Well, it's been -- we've been together forty-some  
16 years, forty-one years off and on. He doesn't  
17 return calls. I call him. I e-mail him. The  
18 relationship is okay. If there's music or a  
19 show, I mean, it's fine, perfectly fine. I can  
20 go in and do a show and get out. So what's the  
21 word? Amiable? Is that the proper -- we don't  
22 have rows. We were pretty straightforward.

23 Q. Do you recall that Mr. Palamarchuk had loaned  
24 money to Master Beat?

25 A. No, I'm not. I've never seen any receipts or

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1 anything of that nature.

2 Q. I want to make sure that you're answering my  
3 question. Regardless of whether you've seen any  
4 receipts, are you aware of a loan between  
5 Mr. Palamarchuk and Master Beat?

6 A. I'm not -- I don't know of any official --  
7 official requests or official photo or picture  
8 any of kind of receipt for any kind of loan. I  
9 don't know if he has a loan or not.

10 Q. Has he told you or has somebody told you he has a  
11 loan?

12 A. He could have hundreds of loans. I don't know.  
13 I don't know what loans he has.

14 Q. Again, sir, I'm just trying to make sure I get an  
15 answer to my question.

16 Has he told you there is a loan?

17 A. Has he told me that there's a loan? He's  
18 mentioned something about a loan, but I've  
19 requested receipts from him. Show me a receipt  
20 from that. If there's a loan, we take care of  
21 it. If there's a receipt, we take care of it.  
22 Receipts and documentation.

23 Q. Have you ever asked anybody else about what  
24 documentation, if any, exists for that loan?

25 A. I'm not even sure what loan you're talking about,

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1           so I don't know.

2   Q.    Whatever loan Mr. Palamarchuk told you that he  
3       had made to Master Beat.

4   A.    Please, you have to be more -- you have to show  
5       me what that is. I can't -- I haven't seen  
6       anything about an official loan. I've seen  
7       nothing.

8   Q.    The question is not what you've seen. My  
9       question is, did Mr. Palamarchuk --

10   A.    I can't answer anything about a loan that I don't  
11      know that I've not put in front of me.

12   Q.    I know it's difficult, sir, but if you can try to  
13      be patient as I get my question out so you're not  
14      talking over me, because otherwise we can't get a  
15      clean transcript.

16   A.    Sorry about that.

17   Q.    That's okay.

18                  As you sit here today, do you recall a  
19      discussion or communication with Mr. Palamarchuk  
20      where he told you that he had loaned money to  
21      Master Beat?

22   A.    He's probably mentioned it, but I don't know if  
23      it's official, if it's real. I don't know if  
24      it's real.

25   Q.    When he has mentioned it, did he tell you what

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1                   amount or when or why it was made?

2   A.   Not in detail.

3   Q.   And have you ever asked anybody else whether or  
4                   not this loan from Master Beat to Wally exists?

5   A.   No. Why would I do that? I'd ask him directly,  
6                   no.

7   Q.   So you never asked any of the various  
8                   bookkeepers, for example, whether it's on the  
9                   books and records of Master Beat?

10   A.   No.

11   Q.   Do you recall in late 2018 that Mr. Palamarchuk  
12                   sent you an e-mail with points that needed to be  
13                   straightened out between you and him with regard  
14                   to Master Beat?

15   A.   I don't recall.

16                   (Exhibit 5 marked.)

17   BY MR. QUICK:

18   Q.   I'm showing you what I will mark as Exhibit 5,  
19                   which is a 12/18/18 e-mail from Mr. Palamarchuk  
20                   to you.

21   A.   Okay, I don't recall it. I do not recall it.

22   Q.   And there's an attachment to it with various  
23                   points. Do you recall it now as you see it?

24   A.   No, I don't recall. Seriously, I don't recall  
25                   that.

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1 Q. I'm going to ask you some questions about it, but  
2 let me ask you a few other things first.

3 Do you recall a company called Glass  
4 Onion?

5 A. I'm not sure what that is. What is Glass Onion?

6 Q. It was some kind of a PR firm.

7 A. Vaguely. Vaguely. The name maybe, but nothing  
8 -- nothing surrounding it. I don't recall  
9 anything about it.

10 Q. They issued press releases and whatnot on behalf  
11 of the band. You don't recall that?

12 A. Oh, I see.

13 Q. Do you recall separately, meaning individually,  
14 retaining Glass Onion to do some work for you?

15 A. Vaguely. Vaguely. I couldn't tell you any  
16 details.

17 Q. And then do you recall not paying them for those  
18 services?

19 A. No, I don't.

20 Q. And do you recall that they threatened to  
21 terminate their relationship with Master Beat  
22 because you wouldn't pay your bill?

23 A. Me, personally?

24 Q. Yes, sir.

25 A. The company? You mean me personally?

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1 Q. Yes, sir.

2 A. I don't recall that.

3 Q. Do you recall a dispute regarding cash from  
4 merchandise sales that arose in 2017?

5 A. Say it again. Repeat, please.

6 Q. Do you recall a dispute that arose in 2017 with  
7 regard to missing cash from merchandise sales?

8 A. No, I don't recall that.

9 Q. Who handles merchandise sales on behalf of The  
10 Romantics at shows?

11 A. It depends who is bringing the shirts in. We  
12 brought shirts in and we handled it and we have  
13 receipts for everything.

14 Q. And is that something that you handle or  
15 Ms. Hangland handles?

16 A. Generally she would handle. She would pull in  
17 the shirts and not -- she never got paid for  
18 doing this work either as well the times that she  
19 did it. We'd bring them in, we'd fly them in, a  
20 suitcase full of shirts, and she would sell them,  
21 and there would be receipts. And all the money  
22 would go to Mike Lilley and from there I assume  
23 it would go to Wally.

24 Q. And you don't recall an instance in February of  
25 2017 where Ms. Hangland was accused of keeping

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1 money?

2 A. I don't recall any problem, of any problem at  
3 all. We always tried to handle everything  
4 correctly.

5 Q. Did you participate in conversations with  
6 Mr. Marinos and Mr. Kowalski in 2017 and 2018  
7 with regard to their desire to get paid directly  
8 from Sony?

9 A. Yes.

10 Q. Let's take them one at time if we can. When did  
11 that first issue first come up with regard to  
12 Mr. Marinos?

13 A. I don't recall. Dates I don't recall. I  
14 question the same thing for Wally.

15 Q. Are you personal friends with Mr. Marinos?

16 A. I haven't spoken to him in about two years. I  
17 still consider him a friend, but I haven't spoken  
18 to him in two years.

19 Q. What about back in 2017, 2018, were you friends?

20 A. I'm still friends with him. I consider us still  
21 friends, but I haven't spoken to him in two  
22 years, and I probably spoke to him before that,  
23 that would be 2017.

24 Q. Who first brought up the subject of Mr. Marinos  
25 attempting to be paid directly from Sony?

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1 A. Probably him. I don't remember that incident or  
2 that occasion, but probably he brought it up.

3 I'm sure I brought it up. That was the talk of  
4 the town at the time.

5 Q. And as between you and Mr. Kowalski, who raised  
6 the issue of Mr. Kowalski trying to get paid  
7 directly from Sony?

8 A. He did. He did. But you know, then, again, I  
9 couldn't recall a date or time exactly, but it  
10 was always something boiling under, simmering.  
11 We all wanted to get paid directly.

12 Q. So at that time, meaning this 2017-2018 time  
13 frame, you also wanted to be paid directly from  
14 Sony?

15 A. Yes. That was the reason for Master Beat.  
16 Master Beat was a pass-through to have royalties  
17 coming directly to us.

18 Q. So since at least for many years, Master Beat had  
19 been receiving the Sony royalties and now you  
20 wanted to be paid your portion of royalties  
21 directly?

22 A. Correct.

23 Q. And if you were paid your portion of royalties  
24 directly, that means that the money's not going  
25 to Master Beat; it's going to you personally,

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1 right?

2 A. Correct.

3 Q. Which means that Master Beat has less money to be  
4 able to pay its bills, correct?

5 A. I'm a grown-up guy. I can pay my bills. I can  
6 send any money from my account to Wally or to  
7 Master Beat or to whatever entities are paying  
8 the bills.

9 Q. In the 2017-2018 time frame, did you communicate  
10 directly with anybody at Sony on this issue of  
11 direct payment?

12 A. Probably occasionally.

13 Q. With whom?

14 A. I don't have a name.

15 Q. Do you recall eventually being told or seeing a  
16 communication from Sony where they told you that  
17 they could not and would not pay you directly?

18 A. Yes.

19 Q. Do you recall that was an e-mail from  
20 Mr. Maharaja at Sony?

21 A. Probably. I don't recall the names perfectly,  
22 but that sounds familiar.

23 Q. When you received that e-mail, did you discuss it  
24 with Mr. Maharaja?

25 A. Probably Cheryl and I did. She handled that.

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1 I'm sure she handled that as well.

2 MR. QUICK: I'm going to show you what

3 I'm going to mark as Exhibit No. 6.

4 (Exhibit 6 marked.)

5 BY MR. QUICK:

6 Q. So this is an e-mail from Mr. Maharaja to  
7 Ms. Stork dated December 18, 2018, and then she  
8 forwards that to Mr. Kowalski and you and  
9 Mr. Palamarchuk. Do you see that, sir?

10 A. I see it.

11 Q. And does that refresh your recollection of being  
12 advised on or about December 18th of 2018 that  
13 Sony would not make direct payments?

14 A. Yes, I see it.

15 Q. Okay. And I'm just going to return to the  
16 question I asked a moment ago now that we have  
17 this in front of us.

18 Did you or Ms. Hangland on your behalf  
19 contact Sony to try to challenge this or to  
20 change their mind?

21 A. Yes. I don't many songwriters that don't get  
22 their royalties directly. I always wanted to get  
23 my royalties directly. This is what that's  
24 about, I think.

25 Q. But my question is, after Sony on December 18 of

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1           2018 says, "No, we're not going to do it," did  
2           you directly communicate with Sony on that  
3           subject?

4       A.     I communicated with Palmar because Palmar was on  
5           Wally's e-mail account or whatever it was. His  
6           name was on it. And I couldn't get my royalties  
7           directly to me because he wouldn't change it.

8                   After we went through all the lawsuits  
9           and our lawsuits were finished and there were no  
10           more bills, I implored him to send me my  
11           royalties directly, and that I could pay any  
12           bills that needed to be paid right out of my  
13           account.

14      Q.     Let's focus on Marinos and Kowalski for a moment.  
15           You're aware that in this e-mail that's on the  
16           screen, it says, "We have received Master Beat's  
17           request to account directly to Marinos and  
18           Kowalski for their royalties." Do you see that?

19      A.     Yes. What is wrong with me wanting my royalties?  
20           I wrote the songs.

21      Q.     Sir, I'm not going to argue with you today or at  
22           least I'm going to try not to, so if you can just  
23           focus on answering my questions and just  
24           answering my questions this will go a lot faster.

25      A.     That's a bone of contention in this.

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1 Q. And you agree with me that Mr. Maharaja wrote  
2 that, "We cannot honor your request," right?

3 A. Yes.

4 Q. Okay. And you're not aware of any right that  
5 Marinos or Kowalski or you for that matter to  
6 demand that Sony pay you directly, correct?

7 A. Of course we have a right.

8 Q. What right is it you believe you have to demand  
9 that?

10 A. I have a right to the money from the songs I  
11 wrote.

12 Q. Even though there's a contract between Master  
13 Beat and Sony?

14 A. Yes. My royalties can come to me directly.

15 Q. Did you ever make that demand in 2017 or '18 as  
16 to your royalties?

17 A. To who?

18 Q. Sony.

19 A. I didn't make a demand. I requested and wondered  
20 how I get my -- I'm sure there was a how can I  
21 get my royalties coming to me and I would like to  
22 get them coming directly to me.

23 Q. And the response from Mr. Maharaja was, "We can't  
24 do it," right?

25 A. Right, but later on -- yes, but later on, he said

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1           he needed Wally to change it and then later on  
2           they said they didn't need Wally to change it.  
3           They just needed me to request it later. This  
4           was in the last two years.

5       Q.    We're going to get to that. Let me just focus on  
6           this 2017-2018 time frame.

7                   At the time that Sony told you that  
8           they would not honor a request for direct  
9           payment, did you or anybody on your behalf  
10           challenge it at that time?

11      A.    What do you mean by "challenge"?

12      Q.    Did anybody communicate with Sony and say, "We  
13           disagree with you. I want my money directly"?

14      A.    There was no animosity or anything like that. It  
15           was just we were just trying to find a way that I  
16           could get my songwriting money coming directly to  
17           me like other songwriters.

18      Q.    I'm going to try again. After Mr. Maharaja wrote  
19           you on December 18th, 2018 -- or I'm sorry, wrote  
20           Ms. Stork, which was then forwarded to you -- did  
21           you or anybody on your behalf at that time  
22           contact Sony to try to reverse their opinion that  
23           they would not honor this request?

24      A.    We weren't trying to reverse anything. I guess  
25           reverse it, but we were just trying to get the

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1           okay for money to come, yes, to us, yes, to me.

2   Q.   Who contacted Sony at that time?

3   A.   I would talk to them and Cheryl would talk to  
4           them. You can ask her more about it yourself.

5   Q.   Do you know with whom you spoke?

6   A.   No, I don't know all names. I don't recall all  
7           the names.

8   Q.   Do you have any of the names?

9   A.   Probably somewhere. I'm sure there's on our  
10          notes.

11   Q.   These are the notes which are being forwarded?

12   A.   No, I mean -- no, this is stuff from the past.  
13          It's probably somewhere in the house that we had  
14          contacted them, yes. Maybe e-mails. I'm not  
15          sure. You can ask Cheryl when you talk to her.

16           I would ask her to call and she would  
17          call and then we'd talk. I'd jump in and talk  
18          with them, that kind of thing.

19   Q.   Do you know whether you actually had a  
20          conversation with somebody at Sony in this  
21          December '18 time frame or are you guessing?

22   A.   Am I guessing? I'm sure I spoke to somebody. I  
23          guess I'm kind of guessing, because I don't  
24          recall the name.

25   Q.   In this December 2018 time frame when you, or to

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1           your knowledge, Ms. Hangland, had these  
2           conversations with Sony, did they tell you  
3           anything other than Mr. Maharaja said in Exhibit  
4           No. 6, which is that they cannot pay people  
5           directly?

6       A.     No, that's not true. It's because Wally, his  
7           signature is on it, and he wouldn't change his  
8           signature. He wouldn't change it.

9       Q.     Do you see in this e-mail --

10      A.     If Wally talked to them and told them to change  
11           it, they would change it. It's not something  
12           that could never be changed.

13      Q.     I want you to just take a moment if you haven't  
14           done so already and read the portion of Mr.  
15           Maharaja's e-mail that I have bolded on the  
16           screen that starts with sentence, "The impending  
17           issue ..."

18      A.     Okay.

19      Q.     Mr. Maharaja's e-mail concluded, "Unfortunately,  
20           we do not have the resources, nor can our royalty  
21           system support this type of setup." Do you see  
22           that?

23      A.     I see that.

24      Q.     Okay. So when you or Ms. Hangland in the  
25           December 2018 time frame spoke to somebody at

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1           Sony, did they tell you that, "Oh, no, Maharaja  
2           is wrong and, in fact, we do have the resources  
3           and technical capabilities to do this kind of a  
4           setup"?

5       A.    I'm not sure what you're getting at, but all I  
6           know is that we requested to have royalties -- we  
7           continually had to request to have royalties sent  
8           to us directly.

9       Q.     But Mr. Maharaja, you agree with me, when you saw  
10          this e-mail on December 18, he was telling you,  
11          telling Master Beat, "We cannot not do it,  
12          because our royalty system cannot support this  
13          type of setup." That's what the e-mail says.

14      A.     I disagree, because we've talked to them  
15          recently, and they said they could.

16      Q.     So let's again not talk about recently. Back in  
17          2018 time frame, December 18 of 2018, time frame  
18          --

19      A.     We agreed to it.

20      Q.     Did you talk to anybody at Sony where they told  
21          you something contrary to what Mr. Maharaja told  
22          you?

23      A.     Yes, I did speak to somebody later on that it was  
24          contrary to that.

25      Q.     Not later on. How about in 2018 or 2019?

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1 A. I don't know the date. It would have been '19,  
2 '20, or '21.

3 Q. You have no contract directly with Sony, right?

4 A. Correct.

5 Q. And unless Master Beat agrees, Sony is not going  
6 to pay you directly, correct?

7 A. I disagree. Then I could be -- that's an  
8 uneducated guess.

9 Q. Other than you and Ms. Hangland, has anybody else  
10 spoken to Sony on your behalf on this issue of  
11 direct payment?

12 A. Not that I recall.

13 Q. This e-mail from Mr. Marinos says, "We have  
14 received Master Beat's request to account  
15 directly to Marinos and Kowalski for their  
16 royalties." Do you know whether a request was  
17 also made at that time for a direct payment to  
18 you?

19 A. I can't recall that. I don't recall that.

20 Q. Did you also -- Strike that.

21 What's your understanding as to who  
22 owns the name The Romantics?

23 A. What's my understanding to it? Wally and I own  
24 the name.

25 Q. Master Beat owns it or you and Wally own it?

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1 A. I think Wally and I own it.  
2 Q. Personally?  
3 A. Well, yeah, we are Master Beat.  
4 Q. You understand the difference between a  
5 corporation and an individual?  
6 A. Yes, I do, yes.  
7 Q. So Master Beat did --  
8 A. I consider us owning it. That's my way of  
9 thinking.  
10 Q. Well, putting your way of thinking aside,  
11 technically you understand it's Master Beat that  
12 owns it, correct?  
13 A. Yes.  
14 Q. Okay. And what, if any, understanding do you  
15 have as to restrictions on you performing as The  
16 Romantics without permission from Master Beat?  
17 A. Please say that again. Repeat that.  
18 Q. Sure. What, if any, understanding do you have as  
19 to your ability to perform as The Romantics  
20 without permission from Master Beat to use that  
21 title?  
22 A. I can't use the name -- I can't use the name  
23 Romantics, but I can say Mike Skill from The  
24 Romantics if I perform.  
25 Q. How did you get that understanding, sir?

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1 A. It was written into the contract. It goes way  
2 back even in the early days, and then when we  
3 redid the contract in '84, I think it was put in  
4 again.

5 Q. Was there ever an issue raised between Wally and  
6 you about your use of the name The Romantics?

7 A. No, but there's been -- that has arisen in the  
8 last few years where Wally has played shows. And  
9 we look online, we've got online photos of The  
10 Romantics, Wally using the name The Romantics.

11 Q. Have you raised those to Mr. Palamarchuk?

12 A. We said it, but promoters sometimes use it  
13 anyway. You have to stop them and stay on them.

14 Q. I want to return to Exhibit No. 5 which was this  
15 e-mail from December 18, 2018. Happens to be the  
16 same date as the e-mail for Mr. Maharaja. And I  
17 want to discuss some of the particulars in here.

18 A. Sure.

19 Q. On the second page near top, there's a reference  
20 to problems with charging personal items on  
21 business card. Do you recall Mr. Maharaja  
22 raising that issue with you?

23 A. No. With what card? I don't have a band  
24 business card.

25 Q. Back in 2018 did you?

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1 A. I've never had a band business card.

2 Q. Did Ms. Hangland?

3 A. No.

4 Q. Did you have access to the account number such  
5 that you could charge things to the card even  
6 without physically having it?

7 A. We've never abused or went in and used that  
8 account or spent money from that account. We've  
9 never had any access to that.

10 Q. So whatever he's talking about here in terms of  
11 "problems with charge personal items on business  
12 card," you have no idea what that's a reference  
13 to?

14 A. You should talk to Cheryl about that. She'll  
15 give you more information.

16 Q. Okay. There's another heading, "Unauthorized  
17 Charges," Facebook boosts, family flights, Mick's  
18 hotel.

19 A. You may want to talk to the wife of Wally about  
20 charging things on that account.

21 Q. Do you have a recollection of Mr. Palamarchuk  
22 raising an issue with you about a charge --  
23 unauthorized charges for Facebook boosts?

24 A. No, I'm not aware of any of that.

25 Q. Do you recall Mr. Palamarchuk raising an issue

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1           with you about not submitting reimbursements in a  
2           timely manner?

3   A.   What is that?

4   Q.   No recollection, sir?

5   A.   No.

6   Q.   And is it Ms. Hangland who handles requests for  
7           reimbursements regarding shows?

8   A.   Occasionally, I think.

9   Q.   As between the two of you, is it more of a Cheryl  
10          Hangland thing or is it more of a Mike Skill  
11          thing?

12   A.   I think you have to ask Cheryl.

13                   THE WITNESS: I have to take a break  
14          for a second.

15                   MR. QUICK: Off the record.

16                   (Break was taken.)

17   BY MR. QUICK:

18   Q.   We were reviewing Exhibit No. 5. With regard to  
19          the topic on here of travel arrangements, Mike  
20          Lilley is not your personal travel agent, do you  
21          recall Mr. Palamarchuk raising that issue to you?

22   A.   No, I don't.

23   Q.   And is it you or Ms. Hangland who normally  
24          handles those accommodations?

25   A.   Regularly, often.

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1 Q. Is it you or her that normally does it?

2 A. Oh, she usually handles that stuff. You can ask  
3 her about that.

4 Q. The next heading is "Public Display." "Pointing  
5 your finger in my chest while making demands is  
6 unacceptable." Do you recall doing that?

7 A. What's that?

8 Q. Pointing your finger in Mr. Palamarchuk's chest  
9 while making demands.

10 A. Yes. That was after he was treating Richard  
11 Cole -- boy, I'm going to have to -- he treated  
12 Rich Cole badly, and I didn't appreciate that,  
13 and I went up to him to discuss that, but I  
14 dropped back after and said to myself in my head,  
15 I'm thinking it's no use talking to him, because  
16 he's continually harassing Rich Cole and his  
17 wife.

18 Q. And how is it that he treated Mr. Cole badly?

19 A. In many ways.

20 Q. Well, in what way such that you were angry with  
21 him and poking your finger into his chest?

22 A. Rich wanted him to leave Rich alone. Leave Rich  
23 alone. They were constantly harassing Rich and  
24 his wife.

25 Q. Can you give me any particular example?

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1 A. Going by his house at night, showing up at her  
2 work, harassing her and just general harassment  
3 of Rich, and I didn't appreciate it, and I  
4 confronted him and it could have gotten worse,  
5 but I walked away.

6 Q. And what was the subject matter of this?

7 A. I don't recall exactly. It was bad stuff. It's  
8 just continuous harassment of Rich. It reached a  
9 peak at a show, and I didn't like it. That's  
10 basically it. Nothing happened after that.

11 Q. The e-mail is dated December of 2018. When was  
12 this incident of you pointing your finger into  
13 his chest?

14 A. This was probably at a show, a show at the Island  
15 Dominican Republic. I recall it. But it was no  
16 use. Never mind. I'm not going to go farther.  
17 I said enough.

18 Q. Was your relationship with Mr. Palamarchuk in  
19 this 2017 and 2018 time frame worse than it had  
20 been previously?

21 A. Say the first part again.

22 Q. Was your relationship with Mr. Palamarchuk in  
23 this 2017 and 2018 time frame worse than it had  
24 been?

25 A. I wouldn't even call it really a relationship

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1                   anymore. We didn't talk much and he wouldn't  
2 return calls. We didn't talk much. We couldn't  
3 agree on -- he was doing shows on his own, which  
4 I didn't know about. I think it's in the  
5 contract that he's supposed to make it known any  
6 shows -- any that are coming up for him.

7                   So what happened is he'd book his  
8 shows, not tell us about it. Then Brad Elvis and  
9 Rich, if he wanted to, and I couldn't do anything  
10 if there was time open, we wouldn't have time to  
11 put something together, because we didn't know  
12 his plan, his arrangements. He would do shows on  
13 the side we wouldn't know about, and it would  
14 mess us up for as far as us doing anything. That  
15 was unacceptable.

16 Q.           I don't want to put words in your mouth, but  
17 would you say that by 2017, 2018, you really had  
18 nothing but a bad relationship with  
19 Mr. Palamarchuk?

20 A.           I wouldn't say it was bad. Just we didn't agree  
21 on things.

22 Q.           And has it gotten better or worse since that  
23 time?

24 A.           It stayed the same. I offered songs to go in the  
25 studio. I actually set up time for the studio to

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1 go in and do some recording, he wasn't  
2 interested, and produce songs. Because we're  
3 continually going on the road and playing the old  
4 songs. I didn't want to do just rely on the old  
5 material. I wanted to contribute. I'm always  
6 contributing songs and being a songwriter and  
7 trying to get him in studio to no avail.

8 So there was -- that didn't happen  
9 anymore. I was writing with Brad Elvis, the  
10 drummer, and going in the studio recording my own  
11 stuff.

12 Q. And there's no problem with you performing your  
13 own stuff or recording your own stuff, right?

14 A. No. There's no problem with him doing shows  
15 either. It's just we would like to know ahead of  
16 time so that we could make arrangements where  
17 Brad couldn't do a show, he doesn't know his  
18 schedule, so it was scheduling abuse I guess  
19 you'd call it.

20 Q. He's allowed to do shows on his own. Is there  
21 some contract that you're aware of that says he  
22 has to tell you when he's doing shows?

23 A. I'm not sure. I shouldn't put it that way. I  
24 guess there might be an agreement, a gentlemen's  
25 agreement, that it didn't work out. It was

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1           contentious.

2   Q.   Were you upset with Mr. Palamarchuk when he was  
3       performing with Ringo Starr?

4   A.   Not at all. Was I upset he played? I thought it  
5       was great that he played with him, but the way  
6       that was handled was I had two years off the road  
7       with no money coming in, and I requested  
8       10 percent of the money for using the name, and I  
9       got nothing. I was out of work for two summers.  
10      And then he got fired. He was with a friend of  
11     mine at a bar, and Ringo wanted no drinking on --  
12     no drinking -- a no-alcohol tour, I guess, and  
13     they were at a bar with a friend of mine after a  
14     show. This is what my friend tells me. And  
15     Wally was so drunk, he fell off the chair when  
16     Ringo walked in. He fired him.

17   Q.   Okay. Let's just try to stick to the questions.  
18      I know you guys have got a million stories from  
19     over the years.

20           My question was, were you upset, and  
21       the answer was you were -- I want to make sure I  
22       understood what you said. You weren't upset per  
23       se that he was doing shows, but you were upset  
24       that The Romantics weren't touring because Wally  
25       was tied up with Ringo. Is that it?

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1 A. I was put out of work and not getting paid, and I  
2 wanted a percentage of the amount of money he was  
3 making.

4 Q. How were you put out of work?

5 A. For The Romantics?

6 Q. You said you were out of work for two years when  
7 Mr. Palamarchuk --

8 A. I was out of work playing with The Romantics.  
9 Shows were canceled from The Romantics.

10 Romantics were making \$25,000 a show and that was  
11 all gone. I was relying on Romantics' money.

12 Q. And you're saying that happened because  
13 Mr. Palamarchuk was touring with Ringo?

14 A. Yes.

15 Q. If Wally Palmar schedules a show for The  
16 Romantics, are you obligated to show up for that?

17 A. Yes, if it's for The Romantics, yes.

18 Q. So he can schedule anytime without checking with  
19 you and you just have to show up?

20 A. No. I mean, there's certain ways to go about it.  
21 He calls me up. He'll call me up or I'll hear  
22 from the booking agent, and there will be a show  
23 coming up, and I'll agree or not agree to do it.

24 Q. You have the right to either agree or not agree,  
25 right?

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1 A. And we'll discuss it.

2 Q. But you have the right to either agree or not  
3 agree to do the show, right?

4 A. Well, we talk about it. We usually like to do  
5 the shows. We don't like to cancel shows because  
6 that's how we make our living.

7 Q. But if it's a date that's not good for you or  
8 you're doing other things, you don't have to do  
9 it, right?

10 A. No. No one has to do anything, right.

11 Q. Back to our exhibit. Do you recall this incident  
12 on the screen about you claiming that Sound  
13 Exchange had a fraud claim regarding Ms. Stork?

14 A. You'd have to ask Cheryl about that. She might  
15 be able to give you better information on that.

16 Q. You don't recall anything about that?

17 A. I vaguely recall that.

18 Q. Do you remember making an allegation to somebody  
19 that Ms. Stork had participated, had done  
20 something fraudulent?

21 A. I don't recall at the moment. In other words,  
22 she could give me some kind of surrounding things  
23 that may spark my memory.

24 Q. Do you remember Ms. Stork being frozen out of the  
25 Sound Exchange account?

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1 A. I don't recall that.

2 Q. Do you see Mr. Palamarchuk's request here that  
3 this freeze must be lifted via e-mail with a copy  
4 to me and Kathie so Kathie can work with Sound  
5 Exchange to determine the amounts due?

6 A. What did you say?

7 Q. Do you see the highlighted portion on the screen  
8 here?

9 A. I see that.

10 Q. Does that refresh your recollection that  
11 Mr. Palamarchuk made that request to you?

12 A. Okay. It could have happened. I don't recall  
13 it. I see it. Okay.

14 Q. Was it Ms. Hangland who was dealing with Sound  
15 Exchange at that time?

16 A. Probably both of us.

17 Q. Do you remember -- I'm not going to read all this  
18 into the record, but this heading called "Recent  
19 Personal Charge," do you remember this dispute  
20 with Mr. Palamarchuk?

21 A. Cheryl would know more about that. She handled  
22 that. I'm sure she knows exactly about that, I  
23 think.

24 Q. And merchandise money, that would also be a  
25 Ms. Hangland question?

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1 A. We hand it over every time.  
2 Q. That's not my question. My question is with  
3 regard to Mr. Palamarchuk raising these issues  
4 with regard to merchandise money, do you have a  
5 recollection of that?

6 A. Some vaguely, but -- you know, vaguely.

7 Q. Is it primarily Ms. Hangland who was handling the  
8 money and the reporting on merchandise?

9 A. Yeah. But there were times after shows when Mike  
10 Lilley couldn't remember what he did with money,  
11 so I don't know anything about that either. So  
12 I'm not sure about -- but no, I see what you're  
13 saying.

14 Q. There is a Facebook account for The Romantics?

15 A. Yes.

16 Q. And you have the password for that?

17 A. Yes.

18 Q. What is it?

19 A. I think I do. I don't know it. Cheryl knows it.  
20 Cheryl handles it.

21 Q. Mr. Palamarchuk has asked you for that password?

22 A. Yes, I guess so.

23 Q. And why haven't you provided it?

24 A. Because of all the racist statements he was  
25 making, we were worried that he would harm the

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1           brand on his Facebook. We wanted to keep that  
2           from happening.

3   Q.     Did you ever tell Mr. Palamarchuk that you were  
4           refusing to provide access to the Facebook  
5           account because of alleged racist statements?

6   A.     Either Cheryl did or I did. I can't recall.

7   Q.     When was that communicated to Mr. Palamarchuk?

8   A.     Years ago, couple years ago. I don't know.

9   Q.     So even though that is a Romantics Facebook page,  
10           not a Mike Skill Facebook page --

11   A.     I hardly ever go on it. I hardly ever go on it,  
12           and I'm hardly -- in fact, if it pops up, I'm off  
13           it.

14   Q.     You've got to try to be patient with me as I ask  
15           my questions, okay?

16   A.     Fair enough.

17   Q.     So even though that is a Romantics Facebook page,  
18           not a Mike Skill Facebook page, you and  
19           Ms. Hangland have sole control over it, correct?

20   A.     I guess. We were worried about the racist  
21           statements and Trumpy statements and the right --  
22           all that proud boys and all that statements  
23           harming the band. We were worried he was going  
24           to -- I'm constantly getting ridiculed on his  
25           site and it's not good.

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1 Q. You're constantly being ridiculed on what site?

2 A. Well, let's just back up. I just didn't like  
3 what he was saying on his -- in his sites. We  
4 were worried it was going to harm the brand.

5 Q. So you believe that there should not be any  
6 political postings on The Romantics Facebook?

7 A. Well, we keep it all about music and shows. It's  
8 shows and promoting shows and promoting the band  
9 with photos. And, you know, I can't say that  
10 occasionally things don't slip in about Mike  
11 Skill, but we don't use that -- we don't  
12 intentionally use that to promote me. I have my  
13 own sites.

14 Q. The only two people who have access to that  
15 Facebook page are you and your wife -- or  
16 Ms. Hangland, correct?

17 A. Right, right, right.

18 Q. So if there is stuff on there promoting Mike  
19 Skill, it didn't just happen accidentally. You  
20 did it or Cheryl did it.

21 A. People would come on and post stuff about me.

22 Q. I'm not talking about people on Facebook who may  
23 post things on the page. I'm talking about  
24 official posts under The Romantics Facebook.

25 A. We stay away from promoting me on the site. Let

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1           me say that.

2   Q.    You would agree that it would be improper to  
3       promote you personally on a Romantics Facebook  
4       page?

5   A.    I don't think it's improper. I just stay away  
6       from it because it's about The Romantics and not  
7       me, but I'm part of the band for 40 effin' years.  
8       So if it happens, it happens, but I don't  
9       intentionally go in to use that platform which  
10      started with 200 -- with 26 people and now has  
11      20,000 people because of the way it's handled.  
12      We don't use it for me. It's not generally for  
13      me. I have my own.

14   Q.    Do you post -- to the extent you do post things  
15      about yourself and your personal music, do you  
16      also post things about Mr. Palamarchuk?

17   A.    I don't. I don't. I don't post my stuff. I  
18      don't post my stuff on there. I don't go on  
19      there. If it pops up, it automatically pops up,  
20      I get off it. I don't want -- I don't want.

21   Q.    So if there is official posts on The Romantics  
22      page promoting you, you're unaware of that?

23   A.    I haven't done it, okay?

24   Q.    Which means the only other person who could have  
25      done it was Ms. Hangland?

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1 A. Which means you should ask Cheryl about that.

2 Q. And you would agree by and large that's not a  
3 proper use of that Facebook page, correct?

4 A. No, I wouldn't say that. It's just we agree to  
5 that. We agree to that.

6 Q. Who is "we" agreed?

7 A. I think in general we agree that we don't promote  
8 me and use The Romantics page for Mike Skill.

9 I'm trying to create my own entity separate from  
10 Romantics. Connected but separate as far as  
11 building a brand, me building my own brand. I'm  
12 not disregarding The Romantics. I don't want to  
13 disregard the past, the songs I've written and  
14 created, and I'm not going to do that. But I  
15 have the time on my hands I'm going to use on my  
16 stuff, on my Facebook. In fact -- never mind.

17 Go ahead.

18 Q. Do you control any other social media accounts  
19 related to The Romantics?

20 A. No, not that I know of. No.

21 Q. Is there a Twitter account for The Romantics?

22 A. Oh, I guess there's -- I don't go on that either.

23 Q. So that's another Ms. Hangland?

24 A. Yes. She goes on there.

25 Q. We've gone through most of this Exhibit No. 5,

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1           and as we've done so, you still have no  
2           recollection of receiving this in December of  
3           2018?

4       A.     I don't recall this exact one, but, yeah, I don't  
5           recall it.

6       Q.     You see that he was inviting you to have a  
7           conversation about these items. Do you recall  
8           having such a conversation?

9       A.     I don't recall it.

10      Q.     Okay, Mr. Skill, on the screen I will represent  
11           to you these are documents that you produced in  
12           litigation and the first e-mail I want to ask you  
13           about is on the screen. It has a date of  
14           September 20th of 2021.

15           For the record, and I'll take this up  
16           separately with your counsel, these e-mails were  
17           produced in an incomplete fashion and not in  
18           native format and, you know, clearly not with all  
19           of the responses and replies, but I'll take that  
20           up separately with counsel.

21           To your knowledge, there is no reason  
22           that these e-mails don't currently exist, right?  
23           You still have them somewhere?

24       A.     I don't remember what -- I can't tell what they  
25           are. What is it about?

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1 Q. Well, this particular e-mail is an e-mail dated  
2 -- well, September 20, 2021, from you to Sony  
3 Music.

4 A. Okay.

5 Q. But generally, you haven't deleted any e-mails in  
6 this -- from 2011 with regard to Sony, for  
7 example. You would still have them?

8 A. I don't think so. I don't think so. Cheryl  
9 might know that better. I don't think so.

10 Q. Did you send this e-mail dated September 20th or  
11 did Ms. Hangland?

12 A. She may have shown it to me, but I don't recall  
13 exactly, and she probably did.

14 Q. Did you review the e-mail before it was sent?

15 A. I don't recall. I don't recall doing that.

16 Q. Did you discuss before sending this e-mail --

17 A. I'm not even sure what it's about.

18 Q. Well, it says regarding direct deposit requests  
19 for Mike Skill.

20 A. Okay.

21 Q. And it lists some accounts and then it says,  
22 "Please advise me the process to complete a  
23 direct deposit to my individual company Mike  
24 Skill/Skill Songs for my Sony music publishing  
25 accounts/royalties."

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1 A. Okay. I see it, but I don't recall it.

2 Q. I will represent to you, sir, that in terms of  
3 the documents that you produced in this  
4 litigation, this is the earliest in time in terms  
5 of the 2021 time frame in terms of communications  
6 between you and Sony on this issue of -- well, on  
7 anything, okay?

8 A. You think that's the earliest?

9 Q. Pardon me?

10 A. You think that's the earliest, earliest?

11 Q. Well, that's the earliest that you produced, so  
12 if there were earlier that I don't know, then I  
13 don't know.

14 A. I'm asking you. I'm asking you.

15 Q. So my question is, if we assume for the moment  
16 this is the earliest e-mail and there's some  
17 others that come after this, which we're going to  
18 look at, do you recall whether you or  
19 Ms. Hangland had any communication with Sony  
20 before this September 20 date, meaning, you know,  
21 relatively soon beforehand or did you just fire  
22 this into Sony out of the blue?

23 A. I don't recall. I do not recall how that went  
24 about.

25 Q. Do you know why it went in on September 20th of

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1           2021? In other words, was there some event or  
2 issue that triggered you wanting to send this in  
3 to Sony?

4       A. It's about direct payment, right, or what's it  
5 about? It's about complete a direct -- I don't  
6 know. I've been requesting royalties. I don't  
7 know. I don't recall this one though. I don't  
8 recall any one from any other. I don't recall  
9 that.

10     Q. You see here that this e-mail is signed as Mike  
11 Skill and Master Beat, Inc., and The Romantics.

12     A. Okay.

13     Q. Did you believe you had the authority to  
14 communicate with Sony on behalf of Master Beat on  
15 the subject of direct payment to Mike Skill?

16     A. Personally, I feel I do.

17     Q. Is there a reason you didn't copy Mr. Palamarchuk  
18 on this?

19     A. I don't know. I don't know the reason.

20     Q. And you knew based on your other communications  
21 that Mr. Palamarchuk was not in favor of changing  
22 the situation with Sony such that you get direct  
23 payment, right?

24     A. Of course. He's been controlling the money for  
25 40 years -- or less, a little less than that.

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1 Q. That's the contract as --

2 A. It's hard to want to give up control of the  
3 money, so I can understand the fascination with  
4 it and doesn't want to give me my share, my  
5 shares directly.

6 Q. Well, that's the contract, is between Sony and  
7 Master Beat, right?

8 A. I can get my money direct, okay? I should be  
9 able to get my money direct, directly. I  
10 disagree.

11 Q. And now that we're in this 2021 time frame, did  
12 anybody from Sony tell you that you could get  
13 paid direct without permission of Master Beat?

14 A. Yes. All we needed was one signature.

15 Q. Who told you that?

16 A. I can't recall the name of the guy at the moment.

17 Q. Whose signature was needed?

18 A. One signature instead of Wally -- instead of two  
19 signatures, I guess. I can't recall exactly how  
20 it was laid out.

21 Q. I'm just trying to understand what you're saying.

22 A. It's very easy.

23 Q. Are you saying that somebody at Sony told you  
24 that Mike Skill could be paid directly just with  
25 Mike Skill's signature and nobody else's?

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1 A. Yes.

2 Q. And you don't know who said that?

3 A. I can't recall the name. I can't recall the  
4 name.

5 Q. Jason Manley?

6 A. Maybe. Maybe. I'm not sure.

7 Q. Do you have notes of these conversations?

8 A. What's that?

9 Q. Do you have notes of these conversations?

10 A. I don't.

11 Q. You purposively did not copy Mr. Palamarchuk on  
12 this e-mail because you knew that he would  
13 object, right?

14 A. I don't know. I don't know what he would do.

15 Q. You certainly expected that he would object.

16 A. There's two things he could have done. I don't  
17 know which he would have done.

18 Q. You certainly expected that he would object to  
19 that, right?

20 A. I don't know.

21 MR. QUICK: I'm going to mark this page  
22 as Exhibit No. 7.

23 (Exhibits 7 & 8 marked.)

24 BY MR. QUICK:

25 Q. I have another page up now. This is an e-mail

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1                   dated September 23rd of 2021 from Jason Manley to  
2                   you. Have you seen this e-mail before, sir?

3   A.   I can't see with all the pictures in the way.  
4                   Where is this from?

5   Q.   I'll scroll down so you can see the rest of the  
6                   e-mail.

7   A.   When was this?

8   Q.   September 23rd, 2021.

9   A.   I don't recall it, but ...

10   Q.   Do you see here -- so was this Ms. Hangland  
11                   communicating with Sony on your behalf?

12   A.   Possibly. I think so.

13   Q.   Ms. Hangland has no position with Master Beat,  
14                   correct?

15   A.   She represents me. She helps me.

16   Q.   My question is, she has no position with Master  
17                   Beat, correct?

18   A.   No, she has no position with Master Beat. She  
19                   does my business, though, for me.

20   Q.   Do you see in this e-mail, sir, that Sony tells  
21                   you, or Ms. Hangland as the case may be, that we  
22                   will need a letter of direction signed by an  
23                   authorized representative of Master Beat?

24   A.   Okay.

25   Q.   Did you believe that you were authorized to on

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1                   your own make such a request to Sony?

2   A. Well, because I had heard -- someone in the band  
3       heard conversations of between Mr. Lilley, our  
4       road manager, and Wally that they were going to  
5       bankrupt me, that they were going to put me out  
6       of commission. And this was on a flight. And I  
7       wasn't getting paid. I wasn't getting -- I had  
8       to survive, so that's what I had to do. I had to  
9       see if I could get money coming directly to me to  
10      stand up for myself.

11   Q. Who told you about this alleged conversation?

12   A. It was heard in passing.

13   Q. Who told you?

14   A. It was heard in passing. I don't recall who it  
15      was that told me.

16   Q. So some person that we don't have any idea who it  
17      is told you there was a conversation between Mike  
18      Lilley and Wally Palamarchuk that they were going  
19      to bankrupt you?

20   A. Yes.

21   Q. Did this mystery person report anything else  
22      about this conversation to you?

23   A. No.

24   Q. Did you challenge either Mr. Lilley or  
25      Mr. Palamarchuk about that conversation?

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1 A. I never brought it up, no.

2 Q. So you never -- so you never brought it up, but  
3 what you're saying is that you decided to take  
4 matters into your own hands with Sony because of  
5 that?

6 A. No. I'm just saying I felt like I had to start  
7 standing up for myself. That's all. I always --  
8 I've never made a big row about much of anything  
9 over the years until, you know, later. It looked  
10 like things weren't -- looks like things may be  
11 dissolving within the group. Whatever. I don't  
12 know.

13 Q. Do you believe Master Beat should still exist?

14 A. No. Actually, I told Wally we should dissolve  
15 Master Beat. I requested it.

16 Q. And that's still your view today?

17 A. Well, we requested -- I requested it and Foster  
18 Swift told us we should get rid of it as well.  
19 And then my other attorney, Brian Lewis, he  
20 thought we should dissolve it too, because we  
21 could be -- well, they just thought we should  
22 dissolve it as well.

23 Q. And that's still your view today?

24 A. Yeah, I think it should be dissolved.

25 Q. This e-mail that's on the screen is dated

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1           September 23rd. When relative to that date did  
2           you hear from this mystery person about this  
3           alleged conversation between Lilley and  
4           Palamarchuk?

5       A.     What's that? When did I what?

6       Q.     When did you hear from this mystery person about  
7           this conversation between Lilley and Palamarchuk?

8       A.     Things were submitted in passing, you're on the  
9           road, and things were said in passing, so I don't  
10          recall who said it. It was probably two years  
11          ago or three years ago. Three years ago. It was  
12          when we were still on the road, so it had to be  
13          2019 maybe.

14      Q.     What was going on in 2019 such that it made any  
15          sense for Mr. Palamarchuk to allegedly say that  
16          he was going to bankrupt you?

17      A.     Nothing, other than we were still playing shows  
18          and things were going along, moving along.

19      Q.     So it was a mystery to you why he would have any  
20          animosity towards you?

21      A.     Go read his e-mails how he criticizes me and puts  
22          me down and degrades me on Facebook, so you can  
23          check that out. So it's been an ongoing thing to  
24          destroy me.

25      Q.     So what does a conversation that occurred two to

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1 three years ago have to do with you in 2021  
2 requesting your direct payment from Sony?

3 A. Well, I've always wanted to get paid directly  
4 anyway, so it doesn't matter. I always wanted to  
5 get paid directly anyway.

6 Q. But why all of a sudden in September of 2021 are  
7 you now writing to Sony demanding it? Like, why  
8 didn't you do it in the beginning of 2021 or in  
9 2020 or in 2019?

10 A. I guess I felt I could do it.

11 Q. What changed?

12 A. I don't know. It's just -- I wanted to get my  
13 pay coming, my songwriting pay coming directly.

14 Q. I'm going to show you a different communication.  
15 Now on the screen is an e-mail dated  
16 September 27, 2021, from you, or at least your  
17 e-mail account, to Jason Manley. Did you write  
18 this e-mail or did Ms. Hangland?

19 A. I don't recall it. I don't know if she wrote it  
20 or not. You'd have to ask her.

21 MR. QUICK: For the record, if I didn't  
22 say it, this would be Exhibit 9.

23 | (Exhibit 9 marked.)

24 BY MR. QUICK:

25 Q. You said, "My accounts will be the only accounts

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1           authorized by my company Master Beat, Inc., to be  
2           paid out directly." So you understood that you  
3           were purporting to give Sony direction on behalf  
4           of Master Beat, correct?

5       A. I said I don't recall this and I don't know how  
6           legit or what is up with this. I don't know  
7           about this. I don't recall this.

8       Q. I'll withhold my opinion about whether it's  
9           legit, but it's an e-mail that you produced in  
10          discovery, so I'm presuming it was actually sent  
11          to Sony.

12      A. Okay, I see it. I don't recall it.

13      Q. Let's assume for the moment this e-mail was  
14          actually sent on September 27th, okay? Do you  
15          believe it would be appropriate for you to send  
16          an e-mail on behalf of Master Beat to pay you  
17          your royalties directly?

18      A. Yes.

19      Q. Did anybody give you that opinion?

20      A. No, I just feel that.

21      Q. Did you check with anybody before doing that as  
22          to whether it was proper for you to do that?

23      A. No.

24      Q. What happened with that request?

25      A. Nothing happened. It never happened.

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1 Q. Do you know why?

2 A. I forget why. I don't recall. Cheryl may know a  
3 little more than me.

4 Q. Just so that we don't have to play this game as  
5 between you and Ms. Hangland, anything that  
6 Ms. Hangland did using your name you were  
7 authorizing her to do that, right?

8 A. I'm not playing a game. I'm just saying I don't  
9 recall reasoning, and I just wanted to get --  
10 I've been trying to get my songwriting money to  
11 come directly for a long time.

12 Q. Let me rephrase my question and make it a little  
13 less argumentative. Anything that Ms. Hangland  
14 did when she's using your name or purportedly  
15 speaking on your behalf, she's doing that with  
16 your approval, right?

17 A. Yes.

18 (Exhibit 10 marked.)

19 BY MR. QUICK:

20 Q. Let me show you what I've marked as  
21 Exhibit No. 10, which is an e-mail dated  
22 October 19th of 2021 from you -- or at least from  
23 mikeskillsongs@gmail.com to Ms. Stork and to  
24 Mr. Palamarchuk. Did you write this e-mail?

25 A. I think we did. I think we did. Yeah, I think I

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1 recognize that.

2 Q. I don't recall specifically from your earlier  
3 testimony, but mikeskillsongs@gmail.com, that's  
4 another e-mail that you use?

5 A. Yes.

6 Q. And both you and Ms. Hangland have access to  
7 that?

8 A. Yes.

9 Q. Does anybody else?

10 A. No.

11 Q. Does your son write e-mails on your behalf?

12 A. No.

13 Q. With regard to this e-mail, do you recall whether  
14 you wrote it or Ms. Hangland wrote it?

15 A. She may have wrote it, wrote it up, passed it  
16 along to me. I don't recall it. I don't recall.

17 Q. There's a paragraph in this e-mail that says Mike  
18 Skill -- I don't know why you'd refer to yourself  
19 in the third person, but says, "Mike Skill  
20 recognizes his ongoing legal obligation according  
21 to the settlement with Joel Bacow Martin with  
22 Master Bet, Inc., involving Mr. Martin and his  
23 requested 15 percent from Master Beat, Inc./Mike  
24 Skill, Sony Music publishing payout." What were  
25 you referencing there?

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1 A. There's agreement Joel gets 15 percent.

2 Q. And that's an obligation of Master Beat, right?

3 A. Yes. That's our obligation, right. My  
4 obligation, our obligation.

5 Q. So if Sony paid you directly, you're saying you  
6 would have that obligation personally to Mr.  
7 Martin?

8 A. Yes.

9 Q. Did you pay him the money?

10 A. I think we did or I think we're about to, just  
11 about to.

12 Q. Well, this is from October of 2021. Did you pay  
13 him the money at that time?

14 A. I think it's -- I think we're about to do that.  
15 We've been talking about that. We're discussing  
16 how we were going to take care of that.

17 Q. And "we" means you and Ms. Hangland?

18 A. Yes. We weren't going to not do it.

19 Q. It also says cc legal?

20 A. What does that mean?

21 Q. Well, that's my question. Who as of October 19  
22 of 2021 was your legal counsel?

23 A. Mark and his people over there.

24 Q. But you already told me when you had sent these  
25 e-mails in to Sony about trying to get direct

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1 payment, you had not checked with any lawyer  
2 about whether that was proper to do so; that was  
3 just you and Ms. Hangland, right?

4 A. I think so. I'm not sure.

5 (Exhibit 11 marked.)

6 BY MR. QUICK:

7 Q. I'm showing you what I will mark as Exhibit No.  
8 11, which is a letter addressed to Sony  
9 Publishing, and it seems to have your signature  
10 and a date on the bottom of September 28, 2021.  
11 Is that your signature, sir?

12 A. Yes.

13 Q. Who prepared this document?

14 A. I think maybe my wife Cheryl did. Maybe. I  
15 think.

16 Q. And you see on the bottom you are purporting to  
17 sign it as The Romantics/Master Beat, Inc. Is  
18 that correct?

19 A. Yes. My company. Part of my company.

20 Q. And this says cc legal again. Was this sent to  
21 Mr. Gilchrist or his firm?

22 A. Probably was. I think so.

23 Q. Why did you request direct payment for only  
24 yourself?

25 A. What do you mean? Be more precise.

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1 Q. Well, those e-mails and letters we just looked at  
2 was a request for direct payment to you for Sony  
3 royalties. Why didn't you at that same time  
4 since you thought you could also represent Master  
5 Beat, why didn't you tell Sony to direct pay  
6 Kowalski and Marinos, for example?

7 A. Well, I called Marinos two to four times, and I  
8 never got a call back.

9 Q. What about Kowalski?

10 A. I hadn't called him.

11 Q. But you knew from 2018 that he wanted his  
12 royalties directly, right?

13 A. Yes.

14 Q. In fact, he sued you --

15 A. We were trying to open the door and then we would  
16 call him later after this.

17 Q. Stick we me. By September of 2021, he already  
18 had sued you claiming among other things that he  
19 has some alleged right to direct payment from  
20 Sony, right?

21 A. Yes.

22 Q. But yet you did not --

23 A. They would have gotten theirs too as well.

24 Q. But why didn't you just direct it all to happen  
25 at the same time since you had the authority --

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1           you thought you had the authority to do so on  
2           behalf of Master Beat?

3   A.   Well, first thing was if we could get the door  
4       open to be able to do that, if he would do that.  
5       Then we'd turn it to them too. Let them get it  
6       too as well.

7   Q.   Did you tell Mr. Kowalski that you were engaged  
8       in these discussions with Sony in September?

9   A.   We didn't talk to him. We weren't talking to  
10      him. So, no, we didn't want to break that  
11      silence. We didn't talk to him. I haven't  
12      talked to him in two years -- a year and a half  
13      or two because of the lawsuit.

14   Q.   We're just going to finish up this line of  
15      questioning and then we're going take a break, so  
16      hang in there for a minute if you can.

17   A.   I was wondering. I was going to ask you if you  
18      wanted to do lunch or something.

19   Q.   Let me just finish this up.

20           After these e-mails that we looked at  
21      in September and October of 2019, did you or did  
22      Ms. Hangland on your behalf request from Sony  
23      that they place a hold on the payment of  
24      royalties to Master Beat?

25   A.   Say that again.

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1 Q. Did you or Ms. Hangland request that Sony place a  
2 hold on royalties that otherwise would be paid to  
3 Master Beat?

4 A. Sony or Sound Exchange?

5 Q. Right now the question is Sony.

6 A. Did we request them to put a hold? No.

7 Q. And do you know whether there is a hold or not  
8 currently at Sony?

9 A. I don't think so.

10 MR. QUICK: It is 12:44. Let's go off  
11 the record.

12 (Break was taken.)

13 BY MR. QUICK:

14 Q. We were talking a little bit earlier about The  
15 Romantics trademark that is owned by Master Beat,  
16 and you recall that that mark had to be renewed  
17 in 2020?

18 A. Yes, I think so.

19 Q. And if it had not been renewed timely, did you  
20 have an understanding as to what would happen to  
21 the mark?

22 A. Wouldn't it go to the public domain?

23 Q. So was it your understanding, sir, that any Tom,  
24 Dick, or Harry could thereafter perform and call  
25 themselves The Romantics?

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1 A. I'm not sure about that.

2 Q. Well, if it goes into the public domain, then  
3 anybody can use it? Isn't that your  
4 Understanding?

5 A. Isn't the name the name and the image the image,  
6 two different things?

7 Q. Well, let's just focus on the trademark in terms  
8 of the trademark renewal.

9 You said it would go into the public  
10 domain, so did you have an understanding that --

11 A. That was the question.

12 Q. I'm sorry, you're muffled. I couldn't understand  
13 that.

14 A. I said wouldn't that go into the public domain?  
15 That's a question. I would think.

16 Q. Let me just try to focus on your understanding,  
17 and if you don't have one, that's fine.

18 What would happen to The Romantics  
19 trademark if it was not timely renewed?

20 A. I guess someone else could own it, could purchase  
21 it.

22 Q. And did you want that to happen?

23 A. No. We wanted to keep it for ourselves.

24 Q. Isn't it true that you initially objected to the  
25 renewal of the trademark?

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1 A. Not that I recall.

2 Q. That was handled by the Foster Swift law firm.

3 Do you recall that?

4 A. No, I don't.

5 Q. Some lawyer had to do it, right?

6 A. I'm not sure.

7 Q. Do you recall a lawyer being involved?

8 A. I don't recall that. That's a whole era I'm  
9 trying to forget about.

10 Q. This is only 2020 we're talking about, so it's  
11 not that long ago.

12 A. Okay. I thought you meant past years. I don't  
13 recall. Maybe Cheryl handled it and passed it by  
14 me. You might want to please ask her.

15 Q. If Master Beat hired a lawyer to handle the  
16 trademark renewal, that would be an expense of  
17 Master Beat that it needs money to pay, right?

18 A. Sure. Yes.

19 Q. Sir, I don't know if maybe during the break  
20 something happened, like maybe you placed a piece  
21 of paper over the computer or something, but  
22 you're muffled a little bit on the microphone. I  
23 just want to make sure it's coming through.

24 A. No, we're all good as far as I can tell.

25 Q. I guess you just have to keep your voice up, so

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1 I'll ask you to try to do that. So let me ask my  
2 question again. I apologize.

3 To the extent that Master Beat had to  
4 hire a lawyer to do anything and, you know, let's  
5 use the trademark renewal as an example, that's  
6 an expense of Master Beat that it needs money to  
7 pay, right?

8 A. Yes, sir.

9 Q. And so if when Master Beat was sued by Kowalski,  
10 it has to hire a lawyer and needs money for that,  
11 right?

12 A. Right.

13 Q. So if you were successful in your attempts to get  
14 paid directly from Sony, the only Sony money  
15 coming in to Master Beat would be Wally  
16 Palamarchuk's related royalties, right?

17 A. In a beautiful world, it would be -- in a perfect  
18 world, it would be all of us getting our money  
19 directly from Sony.

20 Q. How does Master Beat have money to pay its legal  
21 bills?

22 A. Wally calls me and sends me an invoice, and I pay  
23 on the bill.

24 Q. Has anybody told you that's how corporations  
25 operate, that they invoice their shareholders?

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1 A. That happens. I've heard about that. And I do  
2 that at home. I pay my bills. You tell me what  
3 I owe, I pay the bill.

4 Q. Has anybody told you that with regard to Master  
5 Beat that that would be an appropriate way to  
6 conduct business?

7 A. Well, for me I think it's an appropriate way.

8 Q. I understand that. Has anybody else told you  
9 that?

10 A. Possibly.

11 Q. Not that you can recall at the moment?

12 A. No.

13 Q. So in late 2021 when you had submitted these  
14 documents we looked at previously to Sony about  
15 trying to get paid directly again, did it come to  
16 your attention that Sony was not going to do  
17 that?

18 A. As we inquired over time for some reason it  
19 changed. It said I didn't need two -- one  
20 signature instead of two. I think that -- I  
21 don't know if that was Sound Exchange. I can't  
22 remember if that was Sound Exchange or Sony.

23 Q. I'm not sure we're on the same page here, so let  
24 me try again.

25 A. I'm kind of confused between the Sony and the

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1           Sound Exchange contract's wording or whatever.

2   Q.    Let me try to set it up for you and see if it  
3        helps.

4           Before our lunch break we looked at a  
5        number of e-mails from September and October of  
6        2021 where you or Cheryl on your behalf was  
7        writing in trying to get you paid directly by  
8        Sony.  Do you recall that?

9   A.    Yes.

10   Q.    My question is, at some point, were you told by  
11       Sony that they were not going to do that?

12   A.    I'm not sure the wording.  Maybe the wording  
13       could have been we could do that, but we'd have  
14       to get the signatures changed or get the okay  
15       from Wally.

16   Q.    Did you or Cheryl on your behalf then request  
17       that Sony put the account on hold, meaning Master  
18       Beat would not get paid?

19   A.    We never requested any holds on anything.

20   Q.    So if Jason Manley at Sony testifies that you  
21       made that request or Cheryl made that request on  
22       your behalf, you have no recollection of that?

23   A.    No.  I'm pretty sure that we never requested our  
24       money to be held.

25   Q.    Or Master Beat's money?

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1 A. Or Master Beat's money, right. It's not really  
2 Master Beat's money. That's a pass-through  
3 account.

4 Q. I'm not going to get back into that again with  
5 you. It's a contract between Sony and Master  
6 Beat.

7 A. It's a bank account to pay bills.

8 Q. You don't have a contract with Sony, right?

9 A. Yes, I do. My name is on a Sony contract.

10 Q. Which one?

11 A. They need separate signatures for each guy. It's  
12 separate signatures for each guy. I can call  
13 Sony if I want.

14 Q. Is the contract you're referencing Exhibit No. 1,  
15 which I put back up on the scene?

16 A. Yes, that's from 1979. We amended that contract  
17 in '84.

18 Q. No, this is as of October 6, 2000.

19 A. Okay, my mistake.

20 Q. It references the '79 agreement, it references  
21 the '84 agreement, and it references all services  
22 with respect to services of Mike Skill. Do you  
23 see that?

24 A. Yes. Well, you know what? As a matter of fact,  
25 Wally has gone around me and not told me about

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1           times when he's done dealings with Sony and  
2           Master Beat, so ...

3   Q.    Let's try to keep this on the tracks.

4   A.    I know. That would be good for you.

5   Q.    You did sign this agreement we already  
6           established in October of 2000. You have no  
7           other contract after this date with Sony, right?

8   A.    Right, correct.

9   Q.    Let's turn to Sound Exchange. Do you recall in  
10          2017 that you made an attempt to be paid directly  
11          by Sound Exchange?

12   A.    Yeah. I wanted to get my own money for my songs  
13          like everybody else does.

14   Q.    And then do you recall in 2017 that you reversed  
15          course and instructed Sound Exchange to continue  
16          to pay Master Beat?

17   A.    I didn't instruct them anything. I tried to get  
18          them to come to me so I could have my pay so I  
19          could pay my bills.

20   Q.    So you have no recollection of you or Cheryl then  
21          directing Sound Exchange to take your request for  
22          direct payment off the table and hence keep the  
23          money going to Master Beat?

24   A.    No. No. I was just trying to get my own and  
25          hopefully everyone's going where they are

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1           supposed to go. The music, the song, the  
2           royalties are supposed to go to people that  
3           played on it directly.

4       Q.     But for this little issue about contracts, but  
5           I'm not going to argue with you about that, sir,  
6           do you recall why in 2017 when you made this  
7           request for direct payment to Sound Exchange that  
8           you did not end up getting it?

9       A.     That's true. I don't have it today.

10      Q.     Do you recall why in that time period you didn't  
11           get it?

12      A.     Wally was controlling everything.

13      Q.     Including Sound Exchange?

14      A.     Yes.

15      Q.     So are you trying to translate what you're  
16           saying? Are you trying to say that Sound  
17           Exchange would not pay you directly unless  
18           Mr. Palamarchuk agreed?

19      A.     Right.

20      Q.     And you had no way of forcing Mr. Palamarchuk to  
21           do that?

22      A.     No. I would call and request, especially after  
23           all the lawsuits ended when we had no bills.  
24           There were no more bills to pay attorneys. We  
25           still had to pay the proper -- Joel and

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1 everybody, all our bills off, Coz. Especially  
2 when the large bills -- the lawsuits ended up  
3 costing -- I think it was somewhere \$300,000 or  
4 something. We ended up -- when that all quelled,  
5 slowed down and there were no big bills, I was  
6 attempting to get the money coming directly to  
7 me, and I requested that from Wally. I talked to  
8 him about it.

9 Q. And you also requested it in the 2017 time frame  
10 directly from Sound Exchange?

11 A. Right.

12 MR. QUICK: Let me show you what I will  
13 mark as Exhibit No. 12.

14 (Exhibit 12 marked.)

15 BY MR. QUICK:

16 Q. This is again out of your document production,  
17 sir, and I'm drawing your attention to an  
18 August 4, 2000, e-mail from Scott Berenson to  
19 mickshouse@comcast.net. Do you see that, sir?

20 A. Yes.

21 Q. It says that there was some voicemail that you  
22 left for David Blair. And he says, "It's my  
23 understanding you want to direct your shares from  
24 The Romantics/Master Beat tracks/account to your  
25 Mike Skill payee;" is that correct?

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1 A. Yes. I wanted Sound Exchange coming directly to  
2 me like Brad and Jimmy and Elvis get.

3 Q. And then it says, "If so, we simply need  
4 confirmation from Wally Palmar as he is listed as  
5 the primary account contact for Master Beat."

6 A. Yes.

7 Q. And so you knew from this communication that  
8 without Mr. Palamarchuk agreeing on behalf of  
9 Master Beat that you could not get your payments  
10 directly?

11 A. Yes. There's no good reason why he was holding  
12 my royalties.

13 Q. There's a difference of opinion about that, but  
14 that's not my question.

15 A. Right, there is.

16 Q. So did you then obtain Mr. Palamarchuk's consent  
17 to have you be paid directly from Sound Exchange?

18 A. I called him and called him and he would never  
19 call me back and he never called back  
20 Mr. Berenson either.

21 Q. Did you obtain his consent?

22 A. No. Wally's? No. I'm not yelling. I'm trying  
23 to be loud. She said she couldn't hear me, so  
24 I'm trying to be loud.

25 Q. That's fine. Thank you.

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1                   Then in the spring of 2021, did you  
2 again request a direct payment from Sound  
3 Exchange for your royalties?

4 | A. Please repeat that. I missed one half of it.

5 Q. Sure. In May of 2021, did you again make a  
6 request for direct payment from Sound Exchange?

7 A. I don't recall for sure the date, but, yes,  
8 probably. I'm sure I did, I guess.

9 MR. QUICK: Let me show you -- this is  
10 another document. The last exhibit was Exhibit  
11 12. This is Exhibit 13.

12 (Exhibit 13 marked.)

13 BY MR. QUICK:

14 Q. Mr. Berenson writes to you on May 24th and says,  
15 "Thanks for the call. Once I gather a few more  
16 details, I plan to place a hold on the account  
17 and send the notification. You should see it in  
18 the next couple of days. Stay tuned for more."  
19 Do you recall this conversation you had with  
20 Mr. Berenson?

21 A. I don't recall it, but I'm realizing, but I know  
22 about that.

23 Q. What do you know about it?

24 A. That he says he would put a hold -- but he:

25 trying to get ahold of Wally. He wants to talk

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1           to Wally directly, and he'll take the hold off,  
2           but he's putting a hold on hoping to talk to  
3           Wally.

4   Q.     And why did he say he was placing a hold on it?

5   A.     I didn't tell him to put a hold on it. I did not  
6       tell him to put a hold on it. He said he put a  
7       hold on it to try to nudge Wally to call him, and  
8       Wally never called him. Wally didn't want to  
9       give up the money.

10   Q.    Well, let's look at the other e-mail on this  
11      page. If you look at the top of this page,  
12      there's an e-mail dated May 25th, so the next day  
13      where Mr. Berenson writes, "Going over a few  
14      details. Would you please confirm if you're  
15      claiming 50 percent of all feature performer  
16      royalties paid to Master Beat. Were there any  
17      Romantics albums you didn't perform?"

18   A.    One.

19   Q.    I'm not asking you for your answer, sir. I'm  
20      just reading the e-mail.

21           And you see also he's asking you,  
22      "Also, all other performers with the band are set  
23      up with their own payee account with the  
24      exception of David Petratos. Should his earnings  
25      be paid to Master Beat? He asked that question.

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1 And then he asked for you to confirm 50 percent  
2 to you and 50 percent to Master Beat. Did you  
3 get back to him on that?

4 A. You'd have to consult with Cheryl. She would  
5 know that better. I can't recall that. She's  
6 handled a lot of business on it.

7 Q. Do you know whether, in fact, you were requesting  
8 that 50 percent of everything that Sound Exchange  
9 paid to Master Beat should go to you?

10 A. I don't know about that. I don't know. You'd  
11 have to ask Cheryl again.

12 MR. QUICK: Let me show you what I will  
13 mark as Exhibit 14, which is an e-mail dated  
14 July 6th of 2021.

15 (Exhibit 14 marked.)

16 MR. QUICK: And so there's no confusion  
17 on the record, this document has an attachment  
18 which I have in a separate tab, and I will show  
19 that to you. But Ms. Boedy, when I send these to  
20 you to attach, just include both them as  
21 Exhibit No. 14, please.

22 BY MR. QUICK:

23 Q. Did you receive this e-mail on July 6th?

24 A. Okay. I probably did if you presented it. Okay,  
25 I guess I did. I don't recall it.

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1 Q. Mr. Berenson writes in this e-mail that Sound  
2 Exchange received claims from Mike Skill for the  
3 attached list of recordings, which I'll show you  
4 in a moment, and he says, "Mike's claims are in  
5 direct conflict with the claims currently in  
6 place in paying to Master Beat." Did you submit  
7 a list of recordings to Sound Exchange?

8 A. We may have. Cheryl would know that. Cheryl  
9 would know that.

10 Q. Well, did you participate in that?

11 A. She probably showed it to me, but sometimes she  
12 flashes stuff by and I'll read it, okay. So she  
13 probably did that.

14 Q. What did you do to verify that the numbers on  
15 that were correct?

16 A. She handled that. I'm not trying to misdirect.  
17 I just think I probably saw it and agreed with  
18 it.

19 Q. Were you aware when it was submitted --

20 A. Let me say we were only trying to get what was  
21 rightfully supposed to come to me. We weren't  
22 trying to take anyone else's.

23 Q. Were you aware that, in fact, the claims that you  
24 submitted conflicted with Master Beat?

25 A. Okay. If there was an error, there could have

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1           been an error, but you'll have to talk to Cheryl  
2           about that.

3   Q.    I'm going to ask you a specific question.  If the  
4       answer is "I don't know," feel free to say "I  
5       don't know," but, otherwise, try to answer my  
6       question.

7           When you or on your behalf Ms. Hangland  
8       submitted these percentages to Sound Exchange,  
9       were you aware that they were in direct conflict  
10      with the claims currently in place and paying to  
11      Master Beat, Inc.?

12   A.    Well, we're aware that we wanted to get my share,  
13       so that's a direct -- that's a direct -- what do  
14       you call it? -- conflict because of the way it  
15       was.  So that's all, that's it.  But if there's  
16       an error, it's an error that may have been  
17       overlooked.  But Cheryl would know more about it.  
18       I don't know.

19   Q.    And let me just show you the attachment.  It's a  
20      spreadsheet that you can see has got a lot of  
21      different columns on it.  And there's a column  
22      for Mike Skill claims with in some cases  
23      25 percent and in some cases 33 percent for  
24      royalties.  That's the numbers that you  
25      submitted?

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1 A. If you can scroll it back the other way. I don't  
2 know if I can. Let me look at something. Some  
3 of these are incorrect, but we always tried to  
4 correct some of these. We were getting -- some  
5 of them where we -- some stuff wasn't even  
6 listed, we weren't getting money for anything,  
7 and Cheryl corrected those. So she may have --  
8 I'm not sure if these are -- because BOP, I'm not  
9 supposed to get anything out of BOP. So this  
10 may be one of the ones she got that she  
11 corrected. I'm not sure. I'm just trying to say  
12 we would never try to take anything that's not  
13 mine. I didn't write BOP, so I wouldn't want  
14 25 percent.

15 Q. Do you have the transmission from you or  
16 Ms. Hangland to Sound Exchange where you made  
17 this claim in 2021?

18 A. Do I have what?

19 Q. Do you have the actual e-mail that you sent to  
20 Sound Exchange with this claim?

21 A. She does. I bet she does. We have everything in  
22 this house.

23 Q. It was not produced in discovery so hence my  
24 question.

25 A. Oh, okay. I don't know. I guess. See, the

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1           thing, sometimes we get these things, these  
2           sheets with the names, and some songs are  
3           omitted. We added the songs on. And "Talking in  
4           Your Sleep" is not called "I Hear the Secrets  
5           that you Keep." That's incorrect.

6           So some of these things you're  
7           updating, you're constantly kind of updating and  
8           fixing, I think. I could be wrong, but I'm going  
9           to lean on that.

10          Q. When you got this e-mail from Sound Exchange with  
11           the attachment on it, which as you just pointed  
12           out has errors, did you write back and correct  
13           your claim?

14          A. I'm not sure if we did. I'm sure we did whenever  
15           we -- she did whenever she thought she saw songs  
16           that didn't jibe with it.

17          Q. Well, you can say that, but I don't have an  
18           e-mail or a response to suggest that you did  
19           correct it.

20          A. I'll give you my word. We're not trying to take  
21           anyone else's royalties. We never would try to  
22           do that. We never would do that.

23          Q. This Exhibit No. 14 in the e-mail goes on to  
24           state, "At this time we've placed these  
25           recordings/royalties on hold until a resolution

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1       is reached by the party involved," and then it  
2       gives some deadlines. Do you see that, sir?

3   A. I see that.

4   Q. So did you understand that that meant that at  
5       that point because of your claim that Sound  
6       Exchange was withholding a portion of the  
7       royalties that it otherwise would pay to Master  
8       Beat?

9   A. No. He told us he's waiting for a call from  
10      Wally. If he doesn't call -- if he doesn't reach  
11      back to him, he was going to put a hold on it.  
12      And he's waiting for Wally until this day to call  
13      him still. And I guess Wally's attorney talked  
14      to him and he said, "I want to talk to Wally, and  
15      he'll take the hold off." So Wally knew about  
16      it.

17   Q. I don't need to get into conversations between  
18      Mr. Palamarchuk and Mr. Berenson. Let's just  
19      take one question at a time.

20   A. I'm giving you the info.

21   Q. You knew as of July 6th that the payments were  
22      going to be on hold, right?

23   A. No. He said he would put them on hold. It had  
24      nothing to do with me. I didn't tell him to put  
25      them on hold. Me or Cheryl didn't tell him to

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1           put them on hold. We never told him that.

2   Q.     I didn't ask that question, sir.

3   A.     That's what I think you're getting at.

4   Q.     No, I'm simply getting to the fact as of July 6,  
5       you knew that Sound Exchange was placing the  
6       payments on hold until a resolution can be  
7       reached by the parties involved.

8   A.     Yes, that's Wally. He already talked to me. He  
9       needs Wally's word.

10   Q.     You're one of the parties. You're the one that  
11       made the claim to Sound Exchange, right?

12   A.     So did Wally. His name is on it, and he won't  
13       pay me.

14   Q.     So you knew that -- I mean, this is obvious, but  
15       if Sound Exchange isn't paying Sony -- I'm sorry.

16               If Sound Exchange isn't paying Master  
17       Beat, then, obviously, Master Beat is not going  
18       to pay you your portion of the Sound Exchange  
19       royalties, right?

20   A.     Right, and it bankrupts me.

21   Q.     Is that what you were trying to do?

22   A.     No, that's what I think other -- I think someone  
23       else was trying to do that to me.

24   Q.     So when you got this e-mail and realized that the  
25       Sound Exchange payments were on hold, is that

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1           what caused you to then go take money out of the  
2           Comerica bank account?

3   A.   Not at all.

4   Q.   Were you under the understanding --

5   A.   There was no connection. For how many years  
6       we've had this company and I've never touched  
7       anything. Forty years I've never touched  
8       anything. I can't get my money. I can't get  
9       money to pay bills. I'm trying to pay for a  
10      house, my son going to school, okay, and he won't  
11      pay me any money, the royalties coming in.

12   Q.   Did you understand that Sound Exchange was  
13       placing royalties associated with any other  
14       performer on hold in July of 2021?

15   A.   On hold is on hold. I don't know whatever that  
16       is. Hold, that's a hold.

17   Q.   Did you see this bold text right in the middle of  
18       the e-mail that said that claims for Brad Elvis,  
19       Richard Kowalski, James Marinos, and Clement  
20       Bozewski are not in direct conflict with the Mike  
21       Skill's claims. However, our process is to place  
22       all royalties on hold until the parties resolve  
23       the existing disputes?

24   A.   Not my fault. All Wally had to do was call him  
25       and put it through and change it.

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1 Q. I don't want your argument. I want your  
2 understanding. Did you understand in July of  
3 2021 that other performers were having their  
4 royalties placed on hold?

5 A. My concern was that -- our concerns was that we  
6 wanted the royalties, my royalties, to come  
7 direct to me like Jimmy's, like Brad's, like all  
8 these guys, Rich, Clem. Why am I not getting my  
9 royalties? Why am I not? So that's why I went  
10 with it, and if he said he was going to put them  
11 on hold, I couldn't do anything about it. I  
12 didn't tell him to do that.

13 Q. When you got this e-mail, did you write back?

14 A. Talk to Cheryl. If you don't like that  
15 statement, talk to Cheryl. She'll say the same  
16 thing.

17 Q. When you got this e-mail, did you write back to  
18 Sound Exchange and withdraw your claim so that  
19 these other individuals could get paid?

20 A. Why? I wanted to get paid just like the other  
21 individuals. Why am I not being paid and  
22 everybody else is? Tell me that. Ask  
23 Mr. Palamarchuk.

24 Q. So you knew these individuals were not getting  
25 paid because of this claim you had made, but you

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1           didn't write back into Sound Exchange to do  
2           anything about it? Do I have that right?

3   A.   Do anything about it? I couldn't do anything  
4           about it. He's going to do what he wants to do.  
5           I can't tell him to not -- not put them on hold.

6   Q.   You could have withdrawn your claim and the  
7           royalties would have gone to Sound Exchange like  
8           they always did.

9   A.   All Wally had to do was call him and the hold  
10          would have came off.

11   Q.   Not just call him, but agree to your demand.

12   A.   What would be wrong with that?

13   Q.   Well, among other things, you're not entitled to  
14          any money on BOP, which is the demand you were  
15          making at the time.

16   A.   There are mistakes in that calculation. We were  
17          correcting them all the time.

18   Q.   If you have any proof of any correction you made  
19          to Sound Exchange --

20   A.   For 41 years, I haven't been getting paid  
21          correctly from this organization, okay? From --  
22          I'm not going to go back. Never mind.

23   Q.   If you have any proof of any communication with  
24          Sound Exchange where you corrected your claim  
25          after the date of this e-mail, July 6th, I would

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1 love to see it.

2                   When you got this e-mail on July 6th,  
3 did you thereafter have any conversations with  
4 Elvis, Kowalski, Marinos, or Bozewski about their  
5 Sound Exchange royalties?

6 A. No. I may have mentioned it to Brad Elvis, but  
7 that's about it. That's the only guy I've talked  
8 to in two years.

9 Q. And what did you discuss with Brad Elvis?

10 A. Probably that I was trying to get my Sound  
11 Exchange. Everybody else was getting it and I  
12 wasn't.

13 Q. And did he express upset with you that his  
14 royalties were also being held?

15 A. No. He understood as far as I thought. As far  
16 as I thought.

17 Q. And to your knowledge, does Ms. Hangland have  
18 communications with any of these people or their  
19 significant others?

20 A. I'm not sure. For sure not Clem. Probably not  
21 Jimmy. We were going to talk to Jimmy, Rich, and  
22 Brad. We were trying to open up the channel  
23 first and see what could happen.

24 Q. So whether Meridith Cole and Cheryl Hangland were  
25 talking behind the scenes about how this affected

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1 Kowalski, you don't know?

2 A. There's no behind the scenes. We haven't talked  
3 to them -- I'm pretty sure she hasn't told me,  
4 but I'm pretty sure she hasn't talked to them in  
5 the same amount of time as me. Two years, at  
6 least two years, or beginning of this year? No.  
7 Close to two years, I think. Let me put that one  
8 whole year for sure. When the lawsuit, Rich's  
9 lawsuit came in, then we stopped talking to him.

10 Q. One moment, please.

11 (Exhibit 15 marked.)

12 BY MR. QUICK:

13 Q. Mr. Skill, I'm going to show you what I'll mark  
14 as Exhibit 15. This is an e-mail again from your  
15 production dated October 19th of 2021 between  
16 Mr. Berenson and you, and he says, "I have not  
17 heard from Wally directly. Kathie Stork has been  
18 the point of contact on behalf of Wally, but she  
19 has not made this request. I did receive a  
20 letter from what appears to be Wally's attorney  
21 to release the payments. However, I let them  
22 know we need an agreement between you and Wally  
23 in order to resolve and earnings remain on hold."  
24 Do you see that, sir?

25 A. Yes, I do.

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1 Q. So certainly by October the 19th of 2021, you  
2 were aware that royalties would remain on hold  
3 until you and Mr. Palamarchuk would come to some  
4 agreement?

5 A. Well, actually, yes, he had already talked to me,  
6 so all he needed to do was talk to Wally.

7 Q. It isn't an issue of talking to Wally. He says,  
8 "We need an agreement between you and Wally in  
9 order to resolve and earnings remain on hold."  
10 So it's not an issue of talking to Wally. It's  
11 an issue of you, Mike Skill, and Wally  
12 Palamarchuk need to come to an agreement. Isn't  
13 that what he told you?

14 A. I disagree with -- my point was that he put them  
15 on hold and I didn't tell him to put them on  
16 hold. And, actually, I'm okay with that, because  
17 I need to get -- Wally needs to call him. Wally  
18 needs to call him.

19 Q. Sir, what is it in this e-mail that suggests this  
20 has anything to do with Wally calling him when he  
21 says, "We need an agreement between you and  
22 Wally"?

23 A. Wally controls all the money.

24 Q. We need an agreement. Am I not -- I know you  
25 understand me, sir. We need an agreement between

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1           you and Wally. Is that unclear to you?

2   A.   Right. So the agreement would be to okay the  
3       money to come to me, my share would come to me.

4   Q.   And Wally has no obligation to make that  
5       agreement, right?

6   A.   Well, I think so. If everyone is getting their  
7       money, why am I not?

8   Q.   And you and Wally never reached that agreement,  
9       right?

10   A.   Well, I called him and called him. I didn't get  
11       calls back after that.

12   Q.   You and Wally never reached that agreement?

13   A.   Correct. He wouldn't call me back. He wouldn't  
14       call me back. I have e-mails and ...

15   Q.   Do you have an agreement currently with  
16       Mr. Palamarchuk that you can be paid directly by  
17       Sound Exchange?

18   A.   No. That's what we're trying to resolve here.  
19       That's what I'm trying to get paid.

20   Q.   Have you had any discussions with Mr. Berenson  
21       since October the 19th of 2021?

22   A.   No, I haven't, no.

23   Q.   To your knowledge, has anybody had communications  
24       with Sound Exchange on your behalf?

25   A.   Not to my knowledge, no.

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1 Q. Because the Sound Exchange payments remain on  
2 hold, have you made any payments to Mr. Canler or  
3 any other performers for some percentage of  
4 royalties?

5 A. No.

6 Q. Do you have an obligation to pay Mr. Canler?

7 A. If he's holding the money, I can't do anything  
8 about it.

9 Q. You mean if Sound Exchange is not paying the  
10 money?

11 A. Yes. All Wally has to do is call him.

12 Q. If you were to receive direct payment from Sound  
13 Exchange, do you have an obligation to pay  
14 Mr. Canler?

15 A. Well, I'm not sure what he's owed. But if he's  
16 owed something, yeah. I'm not in this to take  
17 anybody's money like Wally is taking mine.

18 Q. How long have you been a signatory on the  
19 Comerica Master Beat account?

20 A. I don't know. Years. I guess years.

21 Q. At least at some point, did you have online  
22 access to that account?

23 A. Shortly, I think. You have to ask Cheryl.  
24 Cheryl would know better. She handles that.

25 Q. Prior to July of 2021, had you ever accessed the

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1 Master Beat account, by which I mean directly  
2 withdrawn funds or written a check against that  
3 account?

4 A. The Master Beat account since when? Before when?

5 Q. Before July of 2021.

6 A. No. Never in 40 years or as long as we've had  
7 the account, never.

8 Q. What started the process leading up to you  
9 withdrawing funds out of Master Beat account in  
10 July of 2021?

11 A. I hadn't been paid. I had bills to pay. I  
12 contacted -- I called my bank, Comerica Bank.  
13 They were closed. They had a fire. And I  
14 couldn't get ahold of anyone, so I called the  
15 other branch down the street. Yes, it's in here.

16 Q. It's in what? You're referring to your notes?

17 A. Yes, sir.

18 Q. Let me interrupt you for a moment and let's mark  
19 these.

20 So you or Ms. Hangland sent these to  
21 your counsel who sent them on to me. The notes  
22 are now on the screen, and we'll mark that as  
23 Exhibit 16.

24 (Exhibit 16 marked.)

25 | BY MR. QUICK:

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1 Q. These are the notes that you testified to at the  
2 beginning of the deposition that you and you  
3 alone prepared, correct?

4 A. Yes.

5 Q. Did you -- there's some awfully specific numbers  
6 in here and dates and whatever. Did you refer to  
7 other materials as you put these notes together?

8 A. I'm not sure what you mean.

9 Q. So, for example, at the top it says, "She said  
10 she would deposit my portion into my account and  
11 it's 8826."

12 A. Yes. We have all the e-mails.

13 Q. So my question is, sir, did you refer to other  
14 documents while you were preparing this set of  
15 notes?

16 A. Kathie sent us the amount, that was the amount,  
17 and she was going to send it to me. She broke it  
18 down. She broke my pay down. And then she was  
19 going to send it to me. She talked to Wally and  
20 Wally said don't send it, which I don't know why,  
21 and --

22 Q. Let me interrupt you, because, again, you're not  
23 answering my question, sir. Let me try to do  
24 this a different way, and if I asked this in the  
25 beginning, I apologize.

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1                   When did you prepare these notes?

2   A.   Last night.

3   Q.   As you sat there and prepared these notes, were  
4        you looking at other things?

5   A.   No. This is my recollection.

6   Q.   So last night when you were preparing these  
7        notes, you just remembered off the top of your  
8        head the specific number of 8826?

9   A.   Well, that was the amount she had sent before.  
10      She had sent --

11     Q.   Not my question, sir. My question is, how did  
12        that number end up in these notes if you didn't  
13        look at anything else? Because I doubt very  
14        much, with no disrespect, that you just  
15        remembered that number off the top of your head  
16        as you sat there last night.

17     A.   I knew it was \$8,000, at least \$8,000. I don't  
18        think I looked anything up. I just recall 8826.

19     Q.   In fact, that 8826, is that your handwriting?

20     A.   That is. It's all my handwriting.

21     Q.   So at some point after last night, did you go  
22        look at some e-mail to confirm that that was the  
23        specific number?

24     A.   I don't think I did. I might have, but I don't  
25        think I did.

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1 Q. Or did Ms. Hangland tell you what number to put  
2 in there?

3 A. She didn't tell me what number. You can ask her.  
4 Ask her what the amount is. It doesn't matter.  
5 The amount doesn't matter, actually. Whatever.

6 Q. Why did you prepare these notes last night?

7 A. Because sometimes I forget what I'm thinking.  
8 I'll miss dates or I'll mix up times.

9 Q. Is any of the handwriting on these notes -- and I  
10 urge you to look through them since you have the  
11 originals in front of you -- anybody's  
12 handwriting other than your own?

13 A. Not at all. Those are all my writing.

14 Q. And you wrote these all out last night in their  
15 entirety. Did you make any edits to them between  
16 last night and now?

17 A. No. They are kind of off-the-top-of-my-head  
18 notes, you know? They are not my recollection,  
19 let me say my recollection. And then we have  
20 e-mails and phone documents, you know, to  
21 confirm.

22 Q. If I tell you that you withdrew funds from the  
23 Master Beat account on July 15th of 2021, when  
24 did you first contact someone at Comerica?

25 A. In July? Was it July? I'm not sure. That was

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1           April. I think it was July. I think it was  
2           July. Please ask Cheryl. She'll know exactly.

3 Q. Was it Cheryl who contacted Comerica or was it  
4 you?

5 A. No, I talked to her. I talked to Abigail Soper  
6 eventually. I spoke to them.

11 (Exhibit 17 marked.)

12 BY MR. QUICK:

13 Q. It's an e-mail dated July 14, 2021, from Abigail  
14 Soper at Comerica. Before you got this e-mail,  
15 had you had a conversation with Ms. Soper?

16 A. I'm not sure where's the communication. We  
17 talked. We spoke. And I explained I would like  
18 to get a transfer of funds, wire transfer. She  
19 said she couldn't do wire transfer, but she could  
20 do a check, certified check.

21 Q. Were you in town at the point?

22 A. No, I wasn't. I couldn't get into town.

23 Q. During the conversation with Mr. Soper, did she  
24 ask if you were authorized to engage in that  
25 transaction on behalf of Master Beat?

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1 A. I don't recall. No, I don't think so.

2 Q. Did you send her any information?

3 A. No. I just saw my half of the royalties were my  
4 half of the royalties.

5 Q. We're going to get to the justification  
6 separately, sir. Right now I'm just focused on  
7 the communication with Comerica.

8 During the process of having these  
9 conversations in July of 2021, did you or  
10 Ms. Hangland send anything to Comerica?

11 A. Regarding what?

12 Q. Regarding anything.

13 A. No. Just request to do it. I talked to her on  
14 the phone.

15 Q. All right. Just recently your counsel provided a  
16 supplemental production of e-mails and I'm going  
17 to show you one of them. This is at the bottom,  
18 the same e-mail we just looked at from Ms. Soper,  
19 "Please see my contact info below," and at the  
20 top is an e-mail from mickshouse@comcast.net with  
21 some information. Do you see that?

22 A. Oh, yep, okay.

23 Q. Did you type this e-mail or did Ms. Hangland?

24 A. I think Cheryl typed it.

25 Q. Did you check with anybody, other than

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1           Ms. Hangland, about whether it was appropriate  
2           for you to have Comerica disburse funds from this  
3           Master Beat account?

4       A.     It's my account with Wally.

5       Q.     Again, I don't care at the moment about your  
6           argument. My question is factual.

7                          Did you discuss with anybody whether it  
8           was appropriate for you to direct a disbursement  
9           from the Master Beat account in July of 2021?

10      A.     No. I felt it was appropriate.

11      Q.     How did you arrive at the amount of \$20,000?

12      A.     That was my Sound Exchange and my Sony.

13      Q.     So explain that math to me. We just looked on  
14           your notes an amount of \$8,000 and change that  
15           you claim was owed to you from Sony, correct?

16      A.     Yes. And it was months -- and it was many months  
17           of Sound Exchange money. It was back payments  
18           that weren't paid to me with anything over above  
19           \$8,826.

20      Q.     Well, do you think that's because, as we just  
21           looked at, Sound Exchange had put the royalties  
22           on hold?

23      A.     No.

24      Q.     Well, are you aware of whether Sound Exchange  
25           was, in fact, paying royalties to Master Beat at

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1           this point in time in mid-2021?

2   A.    Please repeat that.

3   Q.    Was Sound Exchange paying royalties to Master  
4           Beat in mid-2021?

5   A.    Yeah, there were payments coming in all the time.  
6           I'm assuming there were.

7   Q.    Well, are you assuming or do you have some  
8           information?

9   A.    There's information. You have to -- Cheryl would  
10          have to show that to you. I don't have it with  
11          me. Please repeat your question. Never mind.

12   Q.    So, in fact, on this previous exhibit we looked  
13          at, which is No. 14, you knew that as of July 6,  
14          Sound Exchange was placing the payment of  
15          royalties on hold?

16   A.    Right.

17   Q.    So when you claim that Sound Exchange had been  
18          paying Master Beat, as you sit here right now,  
19          you have no information on that, correct?

20   A.    Well, I'm trying to figure out what your question  
21          is. What are you saying?

22   Q.    You're claiming -- you testified earlier that you  
23          had not been paid by Master Beat for Sound  
24          Exchange royalties, right?

25   A.    Right.

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1 Q. And do you know whether Master Beat had, in fact,  
2 been paid by Sound Exchange for those royalties?

3 A. I'm not sure. I'm not sure.

4 Q. Is there somewhere a calculation of what you  
5 claim you were owed related to Sound Exchange  
6 royalties?

7 A. Yes, somewhere.

8 Q. Who did that calculation?

9 A. I think Cheryl and I. She probably directed me  
10 and she came up with it. She figured that out.

11 Q. Was it a specific amount?

12 A. Are you saying the amount that I took out?

13 Q. No. The amount that you claim that you were owed  
14 related to Sound Exchange royalties but had not  
15 been paid as of July the 15th.

16 A. I think that came from Kathie. I think that came  
17 from Kathie. You'd have to ask Cheryl.

18 Q. So are you telling me that the \$8,826 related to  
19 Sony and the Sound Exchange royalties just so  
20 happened to add up exactly to \$20,000?

21 A. No. We left some money in the account for bills.

22 Q. I'm sure you're trying, sir, but you're not  
23 answering my question.

24 A. You just said --

25 Q. The cashier's check you requested was for

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1           \$20,000, right?

2   A.    Right, we rounded it off to that and we left --  
3       we didn't take everything out that we felt was  
4       due to me, and we left it in for any bills.

5   Q.    So you felt that you were owed more than \$20,000?

6   A.    We left more in, yes.

7   Q.    No, my question is, did you feel you were owed  
8       more than \$20,000 as of July of --

9   A.    We left enough in there for bills.

10   Q.    How much exactly were you owed?

11   A.    I don't know the exact total, but we left about 3  
12       or 4 or 5 thousand in there, I think.

13   Q.    So if Ms. Stork testifies that you were only owed  
14       as of this point in time \$1,235.79 in Sound  
15       Exchange royalties, do you have any basis to  
16       disagree with her?

17   A.    I don't know the totals. We'd have to go over  
18       that and look at that. I'd have to dig that up.  
19       Off the top of my head, I don't know.

20   Q.    How did you get the account balance in the Master  
21       Beat account on July 14th?

22   A.    What's that? How did I get the balance?

23   Q.    How did you get the account balance in this  
24       Master Beat account? Did Ms. Soper give it to  
25       you over the phone?

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1 A. No. What do you mean how did I get it? She sent  
2 it. What do you mean? Back up.

3 Q. When you were having these conversations with  
4 Comerica on July 14th, did you determine how much  
5 money total was in the account at that time?

6 A. I just went for what I was owed.

7 Q. Yet as you sit here, you cannot explain to me how  
8 you came up with this amount of \$20,000 on the  
9 dot?

10 A. We came up with \$20,000. I was owed more than  
11 \$20,000. We left the rest in the account.

12 Q. Can you explain to me how you were owed more than  
13 \$20,000 with specificity?

14 A. Because we rounded it off to that by just  
15 subtracting the amount we left in.

16 Q. What was the exact number?

17 A. I don't know what the exact number was that left  
18 in. I couldn't tell you.

19 Q. What was the exact number that you claim you were  
20 owed?

21 A. I'd have to go back and look. I don't know off  
22 the top of my head.

23 Q. What would you go back and look at?

24 A. I'd look at the -- I'd try to find out what  
25 Kathie said was in the account.

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1 Q. And if Kathie said to you that the royalties  
2 associated with Sony were \$8836.91 to be precise  
3 and that the Sound Exchange royalties related to  
4 you was \$1,235.79, do you have any basis to  
5 disagree with her factually?

6 A. I don't know, because there was more in there  
7 that was mine in there in the account.

8 Q. How did you know there was more in the account?

9 A. We're going round and round. I just said it many  
10 times. I don't know exactly the amount that was  
11 in there off the top of my head, all right? I  
12 don't know the exact amount.

13 Q. How did you know there was even \$20,000 in order  
14 to pay this cashier check to you?

15 A. You want to find out, talk to Cheryl later.  
16 She'll know better than me.

17 Q. Because Cheryl was having the communications with  
18 Comerica?

19 A. No, she knows more about what was in the account.

20 Q. How did she know that?

21 A. Kathie and through -- through Kathie. Through  
22 Kathie and whatever information she gets.

23 Q. How was the check sent to you?

24 A. Certified. Certified check in the mail.

25 Q. Is the address reflected in this e-mail -- I'll

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1           put it back on the screen. What e-mail -- or  
2           what address is that?

3   A.   That's my home.

4   Q.   That's where you are now?

5   A.   Yes.

6   Q.   You're aware that after it was discovered that  
7       you took this money out of the Master Beat  
8       account that your lawyers were put on notice that  
9       it was claimed to be an unauthorized transaction?

10   A.   Yes. I took my own money.

11   Q.   Again, I'm not asking for your argument. I'm  
12      asking do you recall that it was challenged,  
13      right?

14   A.   That's what I was doing.

15   Q.   And when the withdraw was challenged, do you  
16      recall that it included a challenge that even if  
17      you had the right to go dip into the Master Beat  
18      account all on your own, that you were not owed  
19      anything like \$20,000?

20   A.   No, that's what I thought we were owed.

21   Q.   Do you recall that a lawyer told your lawyer that  
22      that number was wrong?

23   A.   No, I don't. I don't know about that.

24   Q.   Do you communicate with lawyers that you retained  
25      or do you rely on Ms. Hangland to do that?

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1 A. We both do and I do. I do when needed. I do.

2 Yes, I do. We both do.

3 MR. QUICK: Let's take a short break.

4 (Break was taken.)

5 BY MR. QUICK:

6 Q. Have you had at any time a conversation with  
7 Mr. Kowalski where he said to you in so many  
8 words that he thought he was being paid less than  
9 he should have been getting paid through Master  
10 Beat?

11 A. All I know is he said he wasn't happy how he was  
12 getting paid. I don't know any details on that.  
13 He was the kind of person that says he was owed  
14 this and then the next day it was something else  
15 and then it was something else. That's how I  
16 viewed it. I think we told him he's getting  
17 everything he's supposed to be getting.

18 Q. Did Mr. Kowalski state to you that he wanted a  
19 full copy of the royalty statement that Master  
20 Beat received from Sony?

21 A. I don't recall that. He may have requested that  
22 from Wally's attorney, Mr. Abrams.

23 Q. You don't recall him requesting that from you?

24 A. No, I don't.

25 Q. Or requesting it on an e-mail in which you were

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1                   copied?

2   A.   He could have. I don't recall it. I don't  
3                   recall it.

4   Q.   And I take it from your earlier testimony that if  
5                   Mr. Kowalski had requested a full copy of the  
6                   Sony statement to Master Beat that you would not  
7                   have been supportive of giving him that, correct?

8   A.   I'm not sure about that.

9   Q.   Well, you considered that private information,  
10                  right?

11   A.   Well, yeah, private information to most, yes, to  
12                  most people. I guess Rich as well.

13   Q.   Did you ever tell Mr. Kowalski that you believed  
14                  he should receive the full unedited, unredacted  
15                  copy of the Sony statement that Master Beat  
16                  received?

17   A.   No, but I supported him if he felt that he was  
18                  owed something, go for it. Whatever, you know.  
19                  If he felt he was owed something, but I never --  
20                  no.

21   Q.   Except you never thought he was owed anything  
22                  other than what he was paid, right?

23   A.   That's right. I'm not going to dissuade him  
24                  from, hey, if you're unhappy.

25                   MR. QUICK: Did you get that answer,

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1 Ms. Boedy?

2 (Requested portion read back.)

3 MR. QUICK: Can you repeat the  
4 question, Ms. Boedy?

5 (Requested portion read back.)

6 BY MR. QUICK:

7 Q. Can you answer that?

8 A. You know, you're asking me something about Rich's  
9 finances and what he's getting, and I'm not sure  
10 about that. I don't recall. I do not recall.

11 Q. Did he tell you that he was going to sue you and  
12 Master Beat?

13 A. He said he was unhappy. We thought -- I think we  
14 expressed, Please, don't do that. I think we  
15 expressed concern and we couldn't tell him not to  
16 do it, but we weren't happy about it. And then  
17 all of a sudden, he did it, and I didn't talk to  
18 him since. It was just before Christmas I think  
19 it was last year.

20 Q. Mr. Gilchrist and his firm are defending you in  
21 that lawsuit, correct?

22 A. Yes.

23 Q. And, again, you are responsible for those  
24 interactions such that you review pleadings and  
25 whatnot from that case that need to be reviewed?

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1 A. Say that again. I'm not sure I understand it.

2 Q. You, as opposed to Ms. Hangland, are in on those  
3 conversations with your lawyers in the Kowalski  
4 case, right?

5 A. Me and her. She's there, yes. We're both.

6 Q. But if something needs to be reviewed, you review  
7 it, maybe Ms. Hangland also, but you review it?

8 A. My retention is not -- I'm a musician, I'm not a  
9 bookkeeper, so my retention isn't as great. I  
10 have to look at things more than once and over  
11 time.

12 Q. Did you listen to Mr. Kowalski's deposition?

13 A. No, I didn't. I could tell you chords from a  
14 song 50 years ago, but I couldn't -- you know  
15 what I mean? I remember that stuff, but I can't  
16 remember what I wrote yesterday.

17 Q. Did Ms. Hangland listen in on that conversation,  
18 to your knowledge?

19 A. I don't think so. She could have. You'd have to  
20 ask her.

21 MR. GILCHRIST: Dan, just so I'm clear,  
22 when you say listen in on that conversation, are  
23 you asking was Cheryl listening in to Rich's  
24 deposition?

25 MR. QUICK: Correct.

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1                   MR. GILCHRIST: No, that wasn't  
2                   happening for either of them.

3 BY MR. QUICK:

4 Q. What conversation did you have with Val Wolfe  
5 with regard to Kowalski's claims?

6 A. Wow. I don't recall. I don't recall anything,  
7 any information about between Val Wolfe and Rich.  
8 I don't recall anything about that. No.

9 Q. I'm not going to mark this as an exhibit but on  
10 the screen is answers to interrogatories that you  
11 provided in this case, and Request No. 6 asked  
12 about conversations or communications you had  
13 with anybody regarding Kowalski's claims as  
14 asserted in his lawsuit and in the answer, which  
15 I believe is verified, although I'm not sure as I  
16 sit here, there is a statement that Skill has had  
17 conversations or communications regarding Richard  
18 Kowalski's claims against him in the referenced  
19 litigation with Val Wolfe.

20 A. I don't recall that. I don't recall that.

21 Q. Are you aware whether Ms. Hangland had  
22 discussions with Mr. Wolfe with regard to  
23 Kowalski's claims?

24 A. Whenever I talked to Wolfe -- Cheryl didn't  
25 usually talk to Val Wolfe. It was me talking to

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1 Val and Cheryl would have been there. But I  
2 don't recall that. I could have been there. She  
3 could have been there.

4 Q. Who is Val Wolfe?

5 A. Val Wolfe is a promoter for the band. Gets  
6 shows, gets work for the band. He's with ACA, I  
7 think it is. ACA.

8 Q. So he has a contract with Master Beat?

9 A. No, we don't have any contract with him.

10 Q. When he's paid, he is paid through Master Beat?

11 A. No. He takes it off the top, I believe, when  
12 he's paid.

13 Q. When The Romantics go out and perform, those  
14 engagements are handled through Master Beat,  
15 right?

16 A. They are handled through me and Wally  
17 occasionally, occasionally both of us. I'm not  
18 sure what you're going for. But he takes his  
19 money off the top. So a show is booked, we get  
20 half the money upfront, and Val takes his  
21 percentage. We do the show. We get paid at the  
22 show.

23 Q. Okay. First of all, don't worry so much about  
24 what I'm going for. Just let me know if you  
25 don't understand my question.

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1                   When The Romantics perform, the venue  
2                   pays who?

3   A.   The venue pays Val and Val pays us.

4   Q.   And Val sends the money to Master Beat?

5   A.   Yes, I think so. It goes to Master Beat, I  
6                   believe. I don't have evidence of that, but I  
7                   believe.

8   Q.   When you perform at a concert, for example, for  
9                   The Romantics, do you get paid as a performer?

10   A.   Well, I didn't get paid the last three shows I  
11                   did that I was contracted to do, but normally,  
12                   yes.

13   Q.   That's because you took \$20,000 out that you  
14                   weren't entitled to, but I'm not here to argue  
15                   with you, sir.

16   A.   Oh, really, but I had a contract that I was  
17                   supposed to get paid for these shows, and they  
18                   made it very difficult for me in doing these  
19                   shows putting parameters around me that had no  
20                   good reason for them.

21   Q.   Let me ask my question a little more broadly.  
22                   Generally speaking, when you perform with The  
23                   Romantics, are you paid some sort of a fee for  
24                   the actual performance?

25   A.   Yes, paid.

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1 Q. And what does that tend to range?

2 A. First of all, sometimes I don't even get the  
3 contract, which I requested over and over again  
4 to Wally or to Val so I can see how much the  
5 amount is. I've gotten them occasionally, but we  
6 still reiterate we need the contract. We'd like  
7 to see the contract of the show.

8 So sometimes, I don't know if the show  
9 is 20, 30 or 40 thousand dollars. But usually,  
10 generally, if it's a \$20,000 show, I'll get  
11 somewhere around 15 or 17 thousand dollars --  
12 \$1700, maybe \$2,000. Between 15 and 2,000 for a  
13 \$20,000 show, 25.

14 Q. Is each performer paid the same or differently?

15 A. Wally -- well, I don't know what Wally gets. I'm  
16 assuming he gets what I get. Rich and Brad get  
17 somewhere around 850, in that range. 850, 900,  
18 750. I think it's 850.

19 Q. And in addition to the performance fee, are  
20 certain expenses paid for?

21 A. Yeah, sometimes, and there's no receipts for  
22 those. Sometimes we'll come in and there's petty  
23 cash money that is used. And I'm used to signing  
24 receipts in the past days, but in the past quite  
25 a few years, we haven't been -- no receipts for a

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1           lot of money that comes and goes.

2   Q.   Well, when you fly somewhere to go to a show for  
3       The Romantics and there's cost for airfare, how  
4       does that get paid?

5   A.   Sometimes I pay for it, or I use my miles and I  
6       get paid back.

7   Q.   By Master Beat?

8   A.   Yes, from the show, yes.

9   Q.   Who is Mike Lilley?

10   A.   He's a road manager for The Romantics and sound  
11      man.

12   Q.   Who typically books concerts for The Romantics?

13   A.   Val Wolfe.

14   Q.   In 2021, did you and Mr. Palamarchuk have  
15      disagreements about the lineup for shows that  
16      were booked for The Romantics?

17   A.   Yes. I wanted The Romantics whole complete band  
18      at the shows, the real Romantics.

19   Q.   And in your mind, who is that?

20   A.   Rich, Rich Cole from first album, Brad Elvis on  
21      drums and Palamarchuk and me.

22   Q.   Why do you term that lineup the "real" Romantics?

23   A.   Because Rich is on the records from past days and  
24      I'm on all the records except for one, Wally is  
25      on the records, and Brad has been with us for 17

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1           years.

2   Q.    He's certainly not an original, right?

3   A.    He's more original than the original. Seventeen  
4           years, more than Jimmy. I'm not sure if you know  
5           how valuable it is to have a drummer that keeps  
6           things in order. It's really invaluable.

7   Q.    But Elvis was never a member of Master Beat,  
8           correct?

9   A.    Neither of them.

10   Q.    Just try not to argue with me if you can avoid  
11           it. Just answer my question.

12                 Mr. Elvis was not a member of Master  
13           Beat, correct?

14   A.    Right. What did I say?

15   Q.    And he did not perform on the first three albums,  
16           for example, correct?

17   A.    Yes, correct.

18   Q.    What lineup did Mr. Palamarchuk want?

19   A.    First two pretty successful ones, the third one  
20           that they did without me which dropped off the  
21           charts like a lead balloon --

22   Q.    No, no, I'm sorry, I don't mean to interrupt you,  
23           but you're answering a question than I asked.

24                 In terms of these concerts that were  
25           being lined up in 2020 or 2021 where you and

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1           Mr. Palamarchuk had a disagreement about the  
2         lineup, you told me your preferred lineup, which  
3         was you, Wally, Elvis, and Kowalski. What was  
4         Mr. Palamarchuk's desired lineup?

5         A.    I also brought in a couple names of other bass  
6         players. Federico Pol, who plays with -- the  
7         guitar player from Fleetwood Mac. He played with  
8         us before. I requested him. I requested another  
9         cat that I know that's really good on bass and  
10         plays guitar.

11               I'm a former bass player, so I know --  
12         I have a certain level of knowledge about how a  
13         bass players should fit in with the feel.

14               So we were at odds in who was going to  
15         do a couple shows. It was just a couple shows.  
16         It wasn't something that was long.

17         Q.    Who was Wally suggesting as the lineup?

18         A.    I don't recall exactly. Someone from Starship,  
19         who was a guy that didn't really look the part,  
20         and I know the guy and he's a good player, and I  
21         know -- that's all I remember.

22         Q.    Do you recall that Wally was objecting to playing  
23         with Kowalski given that, among other things, he  
24         was suing all of you?

25         A.    Well, we played when Coz Canler, where you were

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1       on that case, when he was suing us, we were  
2       playing shows with Coz, so I didn't see any  
3       reason why we couldn't do shows with Rich. Many  
4       bands are going through legal things and still  
5       play together live.

6   Q.    Try answering my question.

7   A.    Okay.

8   Q.    Was Palamarchuk objecting to playing with  
9       Kowalski given that he had sued you and Wally and  
10      the band and Master Beat?

11   A.    You know what? I don't know why. I don't know  
12      why. He said it was something like that, but I  
13      didn't understand that, because I can get around  
14      that since we did it with Coz for, like, three to  
15      four years when he was doing this. And we lost  
16      money -- never mind. Because Wally --

17   Q.    I'm sorry, I didn't mean to cut you off. Did you  
18      have more to answer on my last question?

19   A.    Yes. Wally couldn't agree on a member or two.  
20      We lost \$30,000 one weekend, because he wouldn't  
21      do the show with Rich.

22   Q.    Which show was that?

23   A.    Illinois. In Illinois, we had shows for the 4th  
24      of July, two shows.

25   Q.    4th of July of what year?

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1 A. Of '20. 2020 maybe.

2 Q. And you were saying --

3 A. They were saying something about \$30,000.

4 Q. And you're saying that the shows, The Romantics  
5 did not perform at those because you and Wally  
6 could not agree on the lineup?

7 A. Yeah, he couldn't agree on using Rich. This was  
8 earlier on. This is early on when he was against  
9 Rich. And I said, Look, we played with Coz for  
10 three years doing shows -- it was probably three  
11 years. It could have been a little less or a  
12 little more -- while he was suing us when you  
13 were representing Coz against us, and now Wally  
14 is using you against me.

15 Q. And how do you know how much those shows would  
16 have paid?

17 A. I was told by Val Wolfe. He was pissed. He  
18 goes, "Wally just lost \$30,000."

19 Q. You could have backed down and just not insisted  
20 on Kowalski, right?

21 A. Why would I do that? Because we were trying to  
22 get -- why would I do that? It was get in and  
23 get out. Play the show, get on stage for 40  
24 minutes and get out. And getting someone else,  
25 it would have been flying in, rehearsing, and it

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would have been more money and more time and more  
work. Would have been easier just to use Rich.

3 Q. Let's talk about pre-COVID. When Val identified  
4 potential concerts for The Romantics to play,  
5 would he communicate with both of you as to  
6 whether you wanted to do it or how to your  
7 recollection did that normally go?

8 A. Not always. I would keep in touch with Val  
9 occasionally off and on and ask him what's coming  
10 up, but mostly Mike Lilley would call me. Mike  
11 Lilley would call me and tell me what's going on.  
12 Or, yeah, earlier it was Wally. Then it became  
13 Mike Lilley calling me, asking me how I felt  
14 about a show, to do it or not.

15 Q. Again, all prepandemic, was it your job to  
16 contact venues to try to line up concerts?

17 A. No. It was Val Wolfe's, Val Wolfe.

18 Q. To your knowledge, did Ms. Hangland ever attempt  
19 to contact venues to arrange Romantics shows?

20 A. No.

21 Q. Do you recall that Val Wolfe is not soliciting  
22 new offers for Romantics to perform?

23 | A. Yes.

24 MR. QUICK: You produced an e-mail from  
25 him, which I'll show you. We'll mark it as

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1                   Exhibit 18.

2                   (Exhibit 18 marked.)

3 BY MR. QUICK:

4 Q. This e-mail from October 12, 2021, you received  
5                   this e-mail from Mr. Wolfe? I'm sorry, you have  
6                   to say yes.

7 A. Yes.

8 Q. "Uh-huh" just is hard to translate.

9                   Have you had communications with  
10                  Mr. Wolfe since this date about arranging shows?

11 A. Well, actually, Val Wolfe told me that there were  
12                  a lot of promoters that wouldn't book the shows,  
13                  because Wally sounded so bad and looked so bad.

14 Q. When did he have that conversation with you?

15 A. We did a show in Florida for Disney, possible  
16                  Disney show, and the guy -- it was so bad, the  
17                  vocals were so bad, that the guy bowed out. We  
18                  lost shows there.

19                  We lost shows later, just later on. It  
20                  was just during around pandemic, before pandemic.  
21                  Other shows were nixed by promoters not wanting  
22                  to hire The Romantics they were so bad.

23 Q. Once again, sir, try to answer my question.

24 A. I am.

25 Q. Have you since October 12th of 2021 spoken to

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1           Mr. Wolfe about lining up appearances for The  
2           Romantics?

3   A.    Have I since 2021?

4   Q.    Since the e-mail that's on the screen, October 12  
5           of 2021.

6   A.    No, not that I know of, no.

7   Q.    Has Ms. Hangland had any communications on your  
8           behalf?

9   A.    No. No.

10   Q.   Who is Rob Juarez?

11   A.   A promoter.

12   Q.   Was Master Beat, meaning The Romantics, lined up  
13           to do some shows that Mr. Juarez was promoting?

14   A.   Yes. He has presented shows to us, yes.

15   Q.   And you were lined up to do so some shows in  
16           2021, in fact, correct?

17   A.   We did three shows. They were booked in I think  
18           for 2020 or '19, 2019, prepandemic. Or no, it  
19           would have been 2020 and those were canceled, and  
20           so we moved and we played The Greek Theatre, the  
21           winery up above out by Northern California and  
22           then San Diego. And those shows -- we did do  
23           those shows a few months ago, which I didn't get  
24           paid for.

25   Q.   And these shows were promoted as Lost '80s Live?

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1 A. I think so.

2 Q. And do you remember that Mr. Juarez was upset  
3 with you, to say the least, in August of 2021  
4 over a Facebook post that you or Ms. Hangland  
5 made on The Romantics website about Mr. Elvis  
6 contracting COVID?

7 A. I remember that.

8 Q. Who posted that on The Romantics website?

9 A. I don't think we posted it. We didn't post it.

10 Q. Hold on. One thing at a time.

11 The post itself was posted by the owner  
12 of The Romantics Facebook account, so that's you  
13 or Ms. Hangland or your son, I guess, according  
14 to you, right?

15 A. Do you know how it works that you know other  
16 people can post things on sites, right?

17 Q. Yes, except this wasn't a post by a somebody  
18 else; this was a post by the owner of the  
19 Facebook account.

20 A. I'm not sure about that. Honestly, I'm not sure  
21 how that got on there, but -- what was I  
22 thinking? But we looked up -- she looked up to  
23 see how the show was selling, and it was sold  
24 out, and then we removed it; it was removed.

25 Q. So let's take it step by step.

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1 A. Okay, step by step. I'm not sure how it got on  
2 there, okay? Ask Cheryl.

3 Q. Am I recalling --

4 A. We looked it up. We looked it up and it said it  
5 was sold out. He was worried that we were going  
6 to lose sales. We looked it up and it said it  
7 was sold out.

8 Q. Am I correct that the only people that have  
9 access to post on that Facebook page on behalf of  
10 the page owner is page is you, Cheryl Hangland,  
11 and your son Mick?

12 A. Yes. My son doesn't post on there regularly that  
13 I know of, but, yes, I understand that.

14 Q. And how were you informed that Mr. Juarez was  
15 upset about this posting on The Romantics  
16 Facebook page?

17 A. Well, Wally had another lineup, I believe, he  
18 wanted to use instead of without me, without the  
19 originals from the band. And they were surprised  
20 that I wanted to do the show, I think. They  
21 thought maybe I'd bow out. But since I'm part of  
22 Master Beat and part of the band still, I was  
23 going to show up and do the show.

24 Q. I'm going to ask my question again. How were you  
25 informed that Mr. Juarez was upset over this

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1           Facebook post that was made on The Romantics  
2           Facebook about Mr. Elvis contracting COVID?

3   A.   How was I? I think Cheryl and Brad. I think  
4       Brad may have seen it.

5   Q.   Did you have a conversation directly with  
6       Mr. Juarez?

7   A.   No, I didn't.

8   Q.   Did Cheryl, to your knowledge?

9   A.   No, I don't think so. You have to ask her.

10   Q.   Did you have a conversation with Mike Lilley  
11      about it?

12   A.   I think so. He said there's some trumped-up  
13      stuff about me saying I start shit backstage, and  
14      I don't, and I'm going to leave it at that. I  
15      can go farther, but I won't. I won't bore you.

16   Q.   Did Mr. Lilley communicate to you anything about  
17      what Mr. Juarez had allegedly said to him in  
18      terms of being upset about this posting?

19   A.   I don't know. I don't really know too much about  
20      it, other than that it came in. We looked up to  
21      see if it affected -- Juarez was worried that it  
22      would affect the sales of tickets. We looked up  
23      online and said it was sold out. So we figured  
24      it was sold out, so there was no effect. And it  
25      was removed, I think. I'm not sure. You can ask

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1 Cheryl.

2 Q. Who removed it?

3 A. That's what I'm saying. Ask her who removed it.  
4 I'm sure we did if it was problem.

5 (Exhibit 19 marked.)

6 BY MR. QUICK:

7 Q. On the screen, sir, I'll mark as Exhibit 19 an  
8 August 31, 2021, e-mail from rob@bossagency.com  
9 to Val Wolfe, and then you'll see -- I can scroll  
10 up. You will see that this was forwarded to you  
11 by Mr. Wolfe. And the date is August 31, 2021.

12 He says, meaning Mr. Juarez says, "Val,  
13 After talking to you on the phone regarding  
14 contracts, you assured me that you would talk to  
15 Skill and he would adhere to everything and do  
16 the event with no issues. Then two days ago he  
17 puts up a post and tags Lost '80s Live ....," and  
18 the sentence goes on. Do you see where I'm  
19 reading, sir?

20 A. Yeah.

21 Q. So before you or Ms. Hangland made this Facebook  
22 post or your son, I suppose, what issues --

23 A. Wait, you said before we put it up there?

24 Q. Yes.

25 A. I said I'm not sure how it got up there.

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1 Q. Before it appeared magically on the Facebook  
2 page, what issues were you aware of that Juarez  
3 had raised to Val Wolfe specifically about you?

4 A. I'm not sure about that, but I know Val -- or I  
5 know Juarez, Wally, and his wife have it out for  
6 me and would deride me, like he does on his  
7 Facebook, saying I can't play guitar, saying all  
8 kinds of stuff, derogatory stuff about me.

9 Q. Mr. Juarez does?

10 A. No, Wally -- they all do. They were doing it.

11 Q. I wasn't asking for a general rant about Wally.  
12 I'm asking specifically about Mr. Juarez. So  
13 your belief is Mr. Juarez doesn't like you  
14 either?

15 A. Well, I think there's some trumped-up stuff that  
16 are undue that are impossible to change and are  
17 constantly on. There's a harassment kind of  
18 thing going on. But whatever, be that as it may.  
19 I'm always good to play a show and go on. I'm  
20 always ready.

21 Q. So when Mr. Juarez wrote to Val Wolfe about Val  
22 assuring him that he would talk to you and that  
23 you would adhere to everything and do the event  
24 with no issues, you have no idea what he's  
25 talking about?

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1 A. I have never created any problems backstage or  
2 anything. They wanted my son not there, my wife  
3 not there, not backstage, not around. They  
4 wanted us -- it was just stupid crazy shit. And  
5 I never have any problems with people backstage  
6 or anything concerning a show. Rob Juarez, he'll  
7 start fights with any drummer that comes on  
8 stage. It's crazy. Do you want me to go farther  
9 with that? I can go farther with that.

10 Q. No. I think you said quite enough.

11 So in this e-mail we're looking at, it  
12 says -- Mr. Juarez says, and of course it was  
13 forwarded to you, "The position that I'm in now  
14 is that I just cannot sign these contracts  
15 knowing that I do not know what will transpire  
16 with Mike Skill at these events," and it goes on.  
17 Do you see him saying that?

18 A. That's humorous. Yes, that's humorous.

19 Q. Did you ever respond to him on those issues and  
20 deny it?

21 A. No. But did anyone ever have to call the police  
22 and have security taking me away? No, that never  
23 happened. It's all -- I'm 5'7" and I'm not very  
24 muscular, so I don't think they have a worry. I  
25 play guitar and I'm not going to break my hands.

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1 I have a tendency to get loud because I'm  
2 Italian, I guess, but that's about it, and I  
3 express my views.

4 Q. Do you know who Arnie Tencer is?

5 A. Yeah, I do.

6 Q. He was a former manager that you wound up having  
7 to sue because he had not paid you, correct?

8 A. Yes, and a friend of Wally's still.

9 Q. Have you had any contact with Mr. Tencer in the  
10 last two years?

11 A. No, I haven't talked to him at all.

12 Q. Have you had any contact with him by e-mail or  
13 text?

14 A. No.

15 Q. Are you aware of Ms. Hangland making an attempt  
16 to contact Mr. Tencer?

17 A. No. I'm sure Wally has, though.

18 Q. Are you aware of Ms. Hangland attempting to  
19 contact him through a relative of his?

20 A. We know his sister.

21 Q. Who is that?

22 A. Karen Tencer.

23 Q. Are you aware of her attempting to contact Karen?

24 A. They are friends on the side without business.

25 Q. Are you aware of an attempt to contact Karen

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1           about Romantics business?

2   A.    No, not at all. Not business. What business?

3   Q.    Well, I guess we'll hear Ms. Hangland's testimony  
4           on that. And there are texts that apparently  
5           were not produced, but we'll get to that.

6                          Are you aware of texts between Karen  
7                          and Ms. Hangland?

8   A.    You have to ask Cheryl. Maybe, maybe not. I  
9           don't know. They are friends.

10   Q.    I mean specifically on Romantics business.

11   A.    No. They are friends. I don't know if they talk  
12           about Romantics. I think she stays away from  
13           that.

14   Q.    Other than Ms. Hangland and your lawyers, have  
15           you spoken to anybody else with regard to the  
16           claims asserted in this lawsuit?

17   A.    No.

18   Q.    Who is Andrew Adler?

19   A.    I don't know.

20   Q.    He's with the firm of Citrin Cooperman in New  
21           York.

22   A.    I don't know it. Andrew Adler?

23   Q.    Or Christopher Hull?

24   A.    No.

25   Q.    Mr. Adler and Mr. Hull were disclosed on your

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1 behalf on a witness list as expert witnesses to  
2 testify in this case. Are you unaware of that?

3 A. Please ask Cheryl that, because she helped make  
4 the list.

5 Q. You've had no communications with those  
6 gentlemen?

7 A. Right. I don't even know if she has.

8 MR. QUICK: All right. Let's take a  
9 short break. Thank you.

10 (Break was taken.)

11 BY MR. QUICK:

12 Q. Do you believe that Val Wolfe is a trustworthy  
13 individual?

14 A. Yeah, I business so. I think so pretty much from  
15 what I talk to him.

## 16 Q. What about Mr. Lilley?

17 A. Yeah. He'd been with us for quite a few years.

18 My only discrepancy, I think, is that he doesn't  
19 do receipts at the shows. Like when we come into  
20 a town and there's petty cash, maybe a couple  
21 thousand dollars or something like that, that  
22 goes into his pocket and he uses it for, like,  
23 backstage beer and booze, which I don't use, and  
24 whatever else. And then there's no receipts for  
25 it. And then he pays -- he paid -- the bass

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1 player came in last time from The Smithereens, he  
2 paid him his money without, I don't know,  
3 receipt. It was in cash. He paid him in cash,  
4 which is strange. So there's a few things like  
5 that that go on. But other than that, he's been,  
6 you know, really pretty, you know, reliable, very  
7 reliable.

12 (Exhibit 20 marked.)

13 BY MR. QUICK:

14 Q. And this is an e-mail that starts out as one from  
15 Mr. Wolfe to Mike Lilley, you, and Wally, and  
16 this deals with this Illinois show. Do you see  
17 that, sir?

18 A. Yeah.

19 Q. That's the show that you ended up not doing  
20 because of disagreements with Mr. Palamarchuk on  
21 the lineup, right?

22 A. Right.

23 Q. And in the course of this e-mail, I'll show you  
24 on the second page this e-mail from Mike Lilley  
25 to you where Mr. Lilley says, "Mike, as I said in

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1           the text, that was my last conversation with  
2           Wally Tuesday evening," and it kind of goes on.

3           So I take it from this that you have some texts  
4           with Mike Lilley on this subject?

5   A.   Yes. I could pull them up. I can get them  
6           pulled up, but it will take me a minute.

7   Q.   And I apologize, I probably asked you this  
8           previously, but texts from your phone, you're the  
9           only person that can send those, correct?

10   A.   No. Depending how it comes in, it goes to me and  
11           Cheryl and on our main computer.

12   Q.   So there could be a text that looks like it's  
13           coming from you, but really it's something that  
14           Cheryl typed?

15   A.   Possibly.

16   Q.   What phone number is it that you text from, sir?

17   A.   My home number: 503.957.4221. I don't want that  
18           number to get out and about.

19   Q.   Say that again.

20   A.   I don't want that number to be public.

21   Q.   I will not disclose it to anybody outside of this  
22           litigation.

23                 This e-mail, again, on the second page  
24                 of this exhibit, says it's from mickshouse to  
25                 Mike Lilley, Val, and Wally. I'll give you a

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1           second to look at it. Did you type this or did  
2 Cheryl?

3 A.       I think I did. Either that or I told Cheryl what  
4 to write.

5 Q.       How did you locate your attorney to defend you  
6 personally in the Kowalski litigation?

7 A.       I'm not sure. You mean how did I find him?

8 Q.       Yes.

9 A.       Jeez, I don't know. I forget how the name came  
10 up.

11 Q.       Do you recall there being some recommendation  
12 through Meridith Cole?

13 A.       No. It may have been a producer, record  
14 producer. Possibly Chuck Akkasanian (ph) may have  
15 mentioned the name. I'm not sure. I'm not sure  
16 if that's it.

17           MR. GILCHRIST: Dan, if you're curious  
18 about it, it was a producer whose name escapes  
19 me, but who has a contact with one of my  
20 partners, Jay Kakaty. So I can get that name  
21 for, you know, whatever you want to do with it  
22 from Jay. But as you might have gathered, I  
23 don't do much entertainment law. I'm in this  
24 thing because of the litigation piece.

25           So contact came to my firm through my

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1           partner Jay's contact who Mike is right, is a  
2           producer, and I just can't remember.

3           MR. QUICK: I appreciate that. I'll  
4           ask Ms. Hangland about it as well just to tie it  
5           off when we take her deposition.

6           MR. GILCHRIST: Sure.

7 BY MR. QUICK:

8 Q.       I want to circle back to this topic of dissolving  
9           Master Beat. Have you had any conversations or  
10          has anybody on your behalf had any conversations  
11          with Sound Exchange or Sony about what would  
12          happen if Master Beat were to dissolve?

13 A.       No. It was just kind of thrown out there.

14           MR. QUICK: I have no further questions  
15          of the witness at this time.

16           Mr. Arnkoff, do you have any questions,  
17          if you are there?

18           THE WITNESS: Not there.

19           MR. QUICK: He's on, but he's on mute.

20           Mr. Gilchrist, do you have any  
21          questions?

22           MR. GILCHRIST: No.

23           MR. QUICK: For the record, the court  
24          had ordered the production of the deposition of  
25          both Mr. Skill and Ms. Hangland by today's date,

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1 and this was the date that was offered. It is  
2 now 3:44 p.m. Eastern Time.

3 I've had a conversation with  
4 Mr. Gilchrist offline. We have agreed that  
5 Mr. Gilchrist will work with Mr. Skill and  
6 Ms. Hangland to supplement the document  
7 production that has been made to date, and once  
8 those documents are produced, that we will find a  
9 mutually agreeable date for Ms. Hangland in  
10 January. And otherwise, we will deem the Court's  
11 order for the production of her to be deposed to  
12 be satisfied with that adjournment. Have I  
13 stated that correctly, Mr. Gilchrist?

14 MR. GILCHRIST: Yes, that works, Dan.  
15 And I know it wasn't part of the order. And then  
16 we'll just look for Wally's deposition, whatever,  
17 maybe three weeks or so after Cheryl. So  
18 shooting sometime in -- you know, well, in  
19 February, obviously.

20 MR. QUICK: I will get you dates. I  
21 think we have a discovery cut-off actually in  
22 late January, but you and I can confer on that  
23 offline.

24 MR. GILCHRIST: And work on that, sure.  
25 That works fine.

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1                   **MR. QUICK: Thank you. We are off the**  
2                   **record.**

3                   **(Deposition concluded at 3:46 p.m.)**

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**C E R T I F I C A T E      O F      N O T A R Y**

3 STATE OF MICHIGAN )  
4 COUNTY OF OAKLAND )  
                          )ss.

I, Cindy A. Boedy, do hereby  
certify that the preceding deposition was reported by  
me, was recorded by me stenographically and later  
reduced to typewritten form under my supervision, and  
is a true and complete transcript.

I further certify that I am not connected by blood or by marriage with any of the parties, their attorney or agents; and that I am not interested directly, indirectly, or financially in the matter of controversy.

18  
19 Cindy A. Boddy

20 Cindy A. Boedy, CSR 4696

21 Certified Stenographic Reporter

## Oakland County, Michigan

23 My commission expires 10/4/26

24 | Page

25

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